



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Billy Bain

Vice Mayor Mara Zapata, Ph.D.
Councilwoman Maria Puente Mitchell

Councilman Bob Best
Councilman Jaime Petralanda

***Decorum:** "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."*

CITY COUNCIL REGULAR MEETING AGENDA

Monday, April 27, 2020 – 6:00 p.m.

Virtual Council Meeting see p. 4-5

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Agenda / Order of Business**
- 4. Awards & Presentations: None.**
- 5. Open Forum:** Persons wishing to speak on items of general city business, please sign the register located on the speaker's stand before the meeting begins. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
 - A) March 9, 2020 – Regular Meeting
 - B) April 20, 2020 – Special Council Meeting
- 7. Reports from Boards & Commissions: None.**
- 8. Public Hearings: None.**
- 9. Consent Agenda: (Funded and/or Budgeted):**
 - A) Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Distreebutors, Inc., utilizing Miami Dade County contract #1298-1/21-1 (attached), in an amount not to exceed \$47,502.50, for the purchase of street tree planting and planting of street trees, as funds were budgeted in the FY18/19 Budget pursuant to Section §31.11 (E) (5) of the City Code

B) Recommendation by Public Works that Council approve an increase to open Purchase Order #200240 in the amount of \$23,000.00 to BTS Land Service Corp. for tree trimming throughout the City. Council approved \$100,000.00, October 8, 2019 as funds were approved in the FY 19/20 Budget, pursuant to Section §31.11 (E) (5) of the City Code

C) Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Royal Rent-A-Car Systems of Florida, utilizing Miami-Dade County's Bid No. 8809-0/19, Vehicle Rental Services, in the amount of \$10,388.00, for the monthly rental of two vehicles (for a 7-month period), as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, as funds are in the projected FY 19/20 Budget, pursuant to Section §31.11 (C)(2) of the City Code

D) Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Safeware, Inc., utilizing U.S. Communities Contract #4400008468, in the amount of \$24,624.00 for the purchase of forty-five (45) Avon First Responder C50 gas masks kits, as funds are in the projected FY 19/20 Budget, pursuant to Section §31.11 (E)(5) of the City Code

E) Recommendation by the Police Department that Council waive the competitive bid process in the best interests of the City, mainly due to they are the only local vendor in Miami-Dade County to provide police uniforms (we've established over a twenty-year relationship), and approve an expenditure to Lou's Police Distributors, not to exceed \$25,000.00, for police uniforms as funds were approved in the FY 19/20 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code

10. Old Business: None.

11. New Business:

A) Request for additional funding for the Emergency mold remediation work at the City Hall Building

B) Recommendation by the City Manager's Office that Council waive the competitive bid process in the best interests of the City based on the results of the Mold Assessment Report dated March 3, 2020 and as detailed in my separate memo to council (attached), and approve an expenditure to Guerrero/Gonzalez Engineers, Inc. in an amount of \$10,000 for Mechanical Engineering Services, pursuant to the emergency procurement process under Section §31.11 (E)(6)(e) of the City Code. Subsequent to our March 23 meeting that was cancelled, the City also executed the attached contract with Guerrero/Gonzalez Engineers, Inc. so that work could commence. Staff also requests approval of the executed contract as part of this request

C) Recommendation by the City Manager's Office that Council waive the competitive bid process in the best interests of the City based on the results of the Mold Assessment Report dated March 3, 2020 and as detailed in my separate memo to council (attached), and approve an expenditure to Synergy General Contracting, LLC, (SGC) the lowest of three written quotes, in an amount of \$234,400 for mold remediation and repairs at City hall as funds were budgeted in the FY19/20 Budget pursuant to the emergency procurement process under Section §31.11 (E)(6)(e) of the City Code. Subsequent to our March 23 meeting that was cancelled, the City also executed the attached contract SGC so that work could commence. Staff also requests approval of the executed contract as part of this request

D) Recommendation by the City Manager's Office that Council approve an expenditure to Thermal Concepts, a sole source provider for Trane, an authorized contractor, in an amount not to exceed \$83,886 for the replacement of eight coil units related to the HVAC system in the City Hall facility pursuant to the emergency procurement process under Section §31.11 (E)(6)(e) of the City Code

E) Recommendation by the City Manager's Office that Council waive the competitive bid process in the best interests of the City based on the results of the Mold Assessment Report dated March 3, 2020 and as detailed in my separate memo to council (attached), and approve an expenditure to Williams Scotsman Inc. as a sole source provider, in an amount of \$45,823 for a two month rental of two mobile office trailers, including furniture, installation and ADA compliance, pursuant to the emergency procurement process under Section §31.11 (E)(6)(e) of the City Code

12. Other Business:

A) Request by Vice Mayor Zapata to discuss the Miami-Dade County Circle Project

B) COVID-19 Updates - City Council may Address any of their questions to City Department Heads

C) Request by Councilman Best to discuss the reopening of the Golf Course and City Parks amid the COVID-19 pandemic

D) Appointing a primary and secondary delegate to the Miami-Dade County League of Cities Board of Directors

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS VIRTUAL PUBLIC MEETING NOTICE

The City of Miami Springs will hold a **virtual** Council meeting on:
Monday, April 27, 2020 at 6:00 p.m.

The meeting agenda is available online at:
<https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate through video conference.

Members of the public may watch or call in to the virtual public meeting live by following these instructions:

WATCH THE VIRTUAL PUBLIC MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast)
- **YouTube: LIVE** <https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device: LIVE** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE VIRTUAL PUBLIC MEETING

Dial 305-805-5151 then input the Meeting ID: 863-9512-4146, followed by #.
There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at cityclerk@miamisprings-fl.gov

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

EMAILED COMMENTS: Members of the public may email their public comments to the City in advance of the meeting. Please email the City at cityclerk@miamisprings-fl.gov by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

LIVE REMOTE & TELEPHONE COMMENTS: *If there is a public comment portion of the agenda or the City Council opens a matter for public comment, live remote public comments will be accepted as follows:*

By telephone: To ask to speak during the meeting, please press *9 from your telephone. You will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the virtual meeting, when your name or last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.

Your cooperation is appreciated in observing the time limit.

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or

ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AMERICANS WITH DISABILITIES ACT

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, March 9, 2020 7:00 p.m.

Council Chambers at City Hall

201 Westward Drive, Miami Springs, Florida

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:00 p.m.

Present were the following:

Mayor Billy Bain

Vice Mayor Maria Puente Mitchell

Councilman Bob Best

Councilwoman Mara Zapata, Ph.D.

Councilman Jaime A. Petralanda

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Dan Espino

City Attorney Haydee Sera

Chief Armando Guzman

Recreation Director Omar Luna

Public Works Director Tom Nash

- 2. Invocation:** Offered by Vice Mayor Maria Mitchell

Salute to the Flag: Students from M.A Milam K-8 Center, 6th and 8th Grade led the Pledge of Allegiance and Salute to the Flag

- 3. Agenda / Order of Business:**

City Attorney Dan Espino advised City Council that a matter came up earlier that required their attention and consideration. He explained that the owner of the restaurant Burritoville, currently has permits and plans in the County's DERM department requiring the City to allow the current location of the grease trap to remain where it is, which is in the City's public right-of-way. He further stated that one of the requirements from DERM is City Council approval and agreement to allow the current grease trap located on the City's right-of-way within the alley. He stated that the City Council's consideration is requested during New Business of the agenda.

- 4. Awards & Presentations:**

A) Swearing-in Ceremony for New Police Officer Lianet Castellanos

Chief Guzman introduce new Police Officer Lianet Castellanos. He proceeded to swear-in Officer Castellanos and congratulated her and her family for being a part of the Miami Springs Police Department. She thanked the Chief, her family and the public for the opportunity.

B) Presentation by Miami-Dade County Corrections Director Daniel Junior on the TKG expansion proposal

Mayor Bain introduced Corrections Director Daniel Junior to the podium. Director Junior presented an oral and visual presentation. He answered all of the Council's questions and concerns. Director Junior stated that he has to report back to the Miami-Dade County Commission in 90 days with alternative locations for the proposed new detention facility.

C) Proclamation presentation to the Miami Springs Procurement Department for "Public Procurement Month" for the month of March 2020, for the delivery of goods and services for the City

Mayor Bain presented Zuzell Murguido, Procurement Specialist, with a proclamation announcing the month of March as "Public Procurement Month." Ms. Murguido stated the purpose of the recognition and then thanked the Mayor and City Council for the acknowledgment.

D) Recognizing March Artist display in City Hall Lobby, Maria Font

Ms. Maria Font was not available to attend at this time.

5. Open Forum: The following members of the public addressed the City Council: Vincent Medel, 330 Miami Springs Avenue; Roy Cao, 861 Oriole Avenue; Miriam Rio, Miriam Rio, 419 Falcon Avenue; Edwin Mendez, 419 Falcon Avenue; Carmen Spangenberg, 1131 Quail Avenue; Charlie Leonard, 190 Westward Drive; Richard Block, Virginia Gardens Councilman; Nirmal Nathan, 77 Palmetto Drive.

6. Approval of Council Minutes:

A) February 24, 2020 – Regular Meeting

Vice Mayor Mitchell requested that the following sentence be added to the minutes for item, "the property owner denied the City Manager access to the property in order for him to determine the estimate of repairs and cost for upgrades to the building as requested by the City Council."

Councilman Best moved to approve the corrected minutes with the additional language of the Regular Meeting of March 9, 2020. Councilwoman Zapata seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Mitchell, Councilman Best, Councilwoman Zapata, Councilman Petralanda, and

Mayor Bain.

7. Reports from Boards & Commissions: None at this time.

8. Public Hearings: None at this time.

9. Consent Agenda: (Funded and/or Budgeted): None.

10. Old Business: None.

11. New Business:

A) Approval of agreement with Calvano Foods d/b/a Burritoville and the City of Miami Springs relating to the maintenance of an existing grease trap located in the City's public alley

City Attorney Dan Espino explained to the City Council that the request for an easement and maintenance agreement for Jeff Dunevitz to maintain his restaurant's, Buritoville, grease trap located in the City's public alley. He stated that Miami-Dade County DERM is requiring the agreement in order to move forward with the construction plan's process. The City Attorney and City Manager answered all of the City Council's questions.

Vice Mayor Mitchell moved to approve the agreement between the City and Calvano Foods d/b/a Buritoville. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Mitchell, Councilman Best, Councilwoman Zapata, Councilman Petralanda, and Mayor Bain.

B) Recommendation by the Art in Public Places (APP) Ad-Hoc Committee to make a final selection of two artists and award contracts to each for a total of \$59,352.00 which will be divided amongst both artists to create the public art for the new Senior Center/ Multi-purpose Facility. The Artists' 100% designs will be incorporated into the front entrance, rear patio and main lobby of the new Senior Center. The funds for the Art in Public Places artists' contracts (total of 1½% of the total construction budget as required by Miami-Dade Counties APP Ordinance) is already included in the Senior Center construction budget

Assistant City Manager Tammy Romero read the recommendation by title. She introduced the Committee Chair, Patricia Romeu, who further explained how the committee came to its decision on the chosen artists.

Councilman Best moved to approve the recommendation from the Ad-Hoc Committee which are, Carlos Alves/JC Carroll and Magnus Sodamin. Vice Mayor Mitchell seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Mitchell, Councilman Best, Councilwoman Zapata, Councilman Petralanda, and Mayor Bain.

C) Request to nominate and induct Coach Drew and Coach Tom Okubo Wall of Fame for their years of service to the Miami Springs Senior High School Women's Soccer

Mayor Bain stated that he had a request from a resident to nominate two coaches, Coach Drew and Coach Tom, to the Wall of Fame at the recreation center for their years of service as coaches with Miami Springs Senior High School.

Councilman Best moved to approve the nomination of Coach Drew and Coach Tom on the Wall of fame. Councilwoman Zapata seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Mitchell, Councilman Best, Councilwoman Zapata, Councilman Petralanda, and Mayor Bain.

D) Request by Tom Curtis for consideration of the River Cities liquor licenses, circle closure, and operating hours for the River Cities Event

Mr. Tom Curtis announced that the River Cities Festival committee collectively decided to cancel the festival this year due to the potential threat of the COVID-19 infection. He stated he would like to get the City Council's input before making the official announcement. The Council stated that they support the decision made by Mr. Curtis and the committee. Mr. Curtis stated that he is looking into possibly having something in the Country Club to coordinate the high school reunions. Mr. Curtis says that he looks forward to having the festival next year.

12. Other Business:

A) Vote of Confidence for the City Clerk as Required by Section 8.01 (1) of the City Charter

Councilman Best moved to give City Clerk Erika Gonzalez-Santamaria a vote of confidence. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Mitchell, Councilman Best, Councilwoman Zapata, Councilman Petralanda, and Mayor Bain voting Yes.

B) Vote of Confidence for the City Attorney as Required by Section 8.01 (1) of the City Charter

Councilman Best moved to give City Attorney Dan Espino, and the firm Weiss Serota a vote of confidence. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Mitchell, Councilman Best, Councilwoman Zapata, Councilman Petralanda, and Mayor Bain voting Yes.

13. Reports & Recommendations:

A) City Attorney

City Attorney Dan Espino announced that Haydee Sera will be co-counsel moving forward.

City Attorney Haydee Sera advised the City Council on the recent changes due to COVID-19 declared by Governor DeSantis on the gathering of elected officials and public meeting requirements. She said she will keep the City informed on any further updates.

B) City Manager

City Manager William Alonso gave thanks to Chief Guzman and the Police Department for their response to the recent bomb threat made to MIA. They were able to apprehend the suspect in Miami Springs. He also thanked them for their quick action at the Golf Course recently as well, during an incident that occurred there.

Assistant City Manager Tammy Romero stated upcoming events and reminded the public that more information on events is available on the City's website.

C) City Council

Councilman Petralanda had no report at this time.

Councilwoman Zapata had no report at this time.

Vice Mayor Mitchell reminded the City staff that now is a great time to update the City's Emergency Manual and reminded the public that hurricane season is quickly approaching. She announced that the Woman's Club will sponsor a Spaghetti dinner as a fundraiser on Saturday. Also, she said All Angel's will host their annual crawfish boil this coming weekend.

Councilman Best reminded the public to be safe during this COVID-19 infection spread. He stated that this is just the beginning of many closures and to be aware of upcoming national and local notifications on how to prevent the spread of the virus.

Mayor Bain thanked all the members of the public who attended the meeting tonight and participating in the detention center discussion.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 7:50 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 9th day of March, 2020.*

Billy Bain, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



City of Miami Springs, Florida

City Council Meeting

Special Meeting Minutes

Monday, April 20, 2020 6:00 p.m.

Virtual Council Meeting using Communications Media Technology Pursuant to
Governor's Executive Order 20-69

1. Call to Order/Roll Call: The meeting was called to order by the Mayor at 6:02 p.m.

Present were the following:

Mayor Billy Bain

Vice Mayor Mara Zapata, Ph.D.

Councilman Bob Best

Councilwoman Maria Puente Mitchell

Councilman Jaime A. Petralanda

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Police Chief Armando Guzman

Recreation Director Omar Luna

Public Works Director Tom Nash

Golf Director Paul O'Dell

Senior Center Manager Tammy Key

Building Official and Code Enforcement Director Ulises Fernandez

2. Overview of Virtual Meeting Procedures – Emergency Order 20-01

- Council Approval of Virtual Meeting Procedures and Ratification of Emergency Order 20-01

City Attorney Haydee Sera read meeting and notice requirements for the record in order for the City Council to conduct virtual meetings according to the guidelines issued by Florida Governor DeSantis. She advised City Council that a an Emergency Order was issued by the City Manager on April 13, 2020 reflecting the City's ability to conduct virtual meetings. The City Attorney requested that the City Council ratify the Emergency Order and adopt it at this meeting.

Mayor Bain opened the item up for public comments. There were no speakers at this time.

Councilman Best moved to approve to ratify Emergency Order 20-01 on virtual meetings. Councilwoman Mitchell seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Mitchell, Councilman Best,

Councilwoman Zapata, Councilman Petralanda, and Mayor Bain.

3. COVID-19 Update

- City Manager William Alonso Overall Report

City Manger Alonso gave a brief report on the City's COVID-19 practices and State and County orders. He stated that City Hall has been shutdown due to mold remediation efforts, therefore, City Hall Offices and Police Department have been relocated to the Recreation Center and trailers, respectively. The following departments gave individual reports on departmental functions amid the COVID-19 pandemic:

- Tom Nash, Public Works Director, on Public Works and Sanitation Activities and Safety Measures
- Police Chief Armando Guzman, Police Activities and Manpower Safety Measures
- Omar Luna, Recreation Director, on Recreation Activities
- Tammy Key, Senior Center Manager, Update on Senior Center Operations and Food for Seniors
- Paul O'Dell, Golf Director, Golf Course Update
- Ulises Fernandez, Building Official and Code Enforcement Director, update of Building and Permitting Activities
- Council Comments/Questions

4. Public Comments – See Virtual Meeting Notice on how to provide Public Comments p.2-3

Discussion on Miami-Dade County Mayor, Mayor Gimenez, potentially opening all golf courses ensued. City Attorney Haydee Sera stated that the City may impose stricter guidelines if the Council chooses to open the Golf Course in the wake of the County's announcement about opening golf facilities.

After much discussion, Councilman Best made a motion to not reopen the golf course until further discussion at the next Council meeting on April 27th. Vice Mayor Zapata seconded the motion, discussion continued. Mayor Bain opened the item for public comment.

City Clerk Gonzalez announced there were speakers that would like to comment on the matter. The following individuals addressed the City Council, Darlene Epstein, 117 Whitethorn Drive, Individual's name/address not provided, and John Shapiro, 1110 Ibis Avenue.

The Mayor requested that the City Clerk state the motion again for the record; City Clerk Gonzalez stated the motion on the table is as follows, "motion to not reopen the golf course until further discussion at the next Council meeting on April 27th"; The Mayor called for the vote. The motion passed 3-2 on roll call vote. The vote was as follows: Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes; Vice Mayor Zapata and Councilman Best voting No.

After some clarification, Councilman Best restated his motion to not reopen the golf course, notwithstanding the County's determination to reopen golf facilities, until the April 27th. Vice Mayor Zapata seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda voting Yes; and Mayor Bain voting No.

5. Virtual Meeting schedule for future Council Meetings

- **Next Virtual Council Meeting scheduled for April 27, 2020 at 6:00 p.m.**

6. Adjourn

There being no further business to be discussed the meeting was adjourned at 7:53 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 27th day of April, 2020.*

Billy Bain, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



AGENDA MEMORANDUM

Meeting Date: 3/12/2020

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager/Fin Director *WAS*

From: Tom Nash, Public Works Director

Subject: Street Tree Planting City Wide – Purchase Order

RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Distreebutors, Inc., utilizing Miami Dade County contract #1298-1/21-1 (attached), in an amount not to exceed \$47,502.50, for the purchase of street tree planting and planting of street trees, as funds were budgeted in the FY18/19 Budget pursuant to Section §31.11 (E) (5) of the City Code.

DISCUSSION: The above total includes the Twenty-Five thousand previously budget in October 2019 and the twenty two thousand recently agreed upon January 17,2020 for the Neat Streets Grant program for tree planting fiscal year 19/20.

Submission Date and Time: 3/17/2020 9:22 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: <u><i>Tom Nash</i></u>	Dept./ Desc.: <u>Street Dept.</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: _____	Account No.: <u>001-5402-541-3400</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>47,502.50</u>
		Total vendor amount: \$ <u>47,502.50</u>



**CONTRACT AWARD SHEET
INTERNAL SERVICES DEPARTMENT**

BID NO.: 1298-1/21-1
 PREVIOUS BID NO.:
 TITLE: PLANT MATERIAL & TREE SERVICES PRE-QUAL
 CURRENT CONTRACT PERIOD: 03/01/2017 THROUGH 02/28/2022
 TOTAL # OF OTRs: 1
 CONTRACT AMOUNT: \$22,474,561.56
 REQUISITION NO.:

SECTION #1 – APPLICABLE ORDINANCES

Living Wage: Y UAP: N IG: N
 Other Applicable Ordinances:

SECTION #2 – CONTRACT MEASURES

Local Preference: N Micro Enterprise: N Full Federal Funding: N Performance Bond: N
 Small Business Enterprise (SBE): N PTP Funds: N Partial Federal Funding: N Insurance: N
 Miscellaneous:

SECTION #3 – CONTRACTING OFFICER

Name : Orlando Martinez Jr
 Phone : 305-375-3805
 Fax : -
 Email : MARORL@MIAMIDADE.GOV

SECTION #4 – BPO INFORMATION

1. ABCW1700212

Commodity ID	Commodity Name
595-10	BEDDING PLANTS AND CUTTINGS
906-98	BUILDING BETTER COMMUNITIES CONST PROJEC
968-88	TREE AND SHRUB REMOVAL SERVICES

Department	Department Allocation
SP*****	\$59,000.00
SW*****	\$993,755.85
AV*****	\$2,218,670.00
WS*****	\$1,409,000.00
CO*****	\$100,155.00
CR*****	\$55,000.00
CU*****	\$100,000.00
FR*****	\$60,832.00
ID*****	\$106,625.00
LB*****	\$289,000.00
MT*****	\$143,884.70
PD*****	\$25,000.00
PE02****	\$1,033,000.00
PR*****	\$9,961,395.43
VZ*****	\$212,617.84

2. ABCW1700213

Commodity ID	Commodity Name
595-10	BEDDING PLANTS AND CUTTINGS
906-98	BUILDING BETTER COMMUNITIES CONST PROJEC
968-88	TREE AND SHRUB REMOVAL SERVICES

Department	Department Allocation
CO*****	\$254,845.00
FR*****	\$9,543.00
HD*****	\$2,242,237.74
PR*****	\$1,900,000.00

3. ABCW2000179

Commodity ID	Commodity Name
595-10	BEDDING PLANTS AND CUTTINGS

Department	Department Allocation
PR2701**	\$1,300,000.00

SECTION #5 – AWARD INFORMATION

BCC Award: N
 BCC Date: 02/07/2012
 DPM Award: N
 DPM Date: 02/23/2017
 Additional Items Allowed:
 Agenda Item No.:
 Special Conditions:

SECTION #6 – VENDORS AWARDED

1. Vendor Name: CRODON INC
 DBA:
 FEIN: 208252887
 Suffix: 01
 Street: 10900 SW 105 AVE
 City: MIAMI
 State: FL
 Zip: 33176
 FOB Terms: DEST-P
 Delivery:
 Payment: NET14
 Terms:
 Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
 Micro Ent. :
 Other:

Assigned Measures

Set Aside:
 Selection Factor:
 Bid Pref.:
 Goal:
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
MARK P DONNELLY	305-794-7499	-	305-274-1550	CMD590@COMCAST.NET

2. **Vendor Name:** GROUND EFFECTS INC.
DBA:
FEIN: 260333881
Suffix: 01
Street: 8241 NW 170th Ter
City: Hialeah
State: FL
Zip: 33015
FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:
Toll Phone: 786-4433638

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Set Aside:
Selection Factor:

Assigned Measures

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Luis G Valdes	786-4433638	786-4433638	786-4433638	groundeffectsofmiami@yahoo.com

3. **Vendor Name:** GINLEY LAWN SERVICE & LANDSCAPING INC
DBA:
FEIN: 262018967
Suffix: 01
Street: 12140 SW 188 TERRACE
City: MIAMI
State: FL
Zip: 33177
FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Set Aside:
Selection Factor:

Assigned Measures

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
GINLEY SARDINAS	786-2346584	-	305-9697097	EFRAMPR@GMAIL.COM

4. **Vendor Name:** BALLPARK MAINTENANCE INC
DBA:
FEIN: 270129423
Suffix: 01
Street: 8836 SW 131ST STREET
City: MIAMI
State: FL
Zip: 33176
FOB Terms: DEST-P
Delivery:

Payment NET14
 Terms:
 Toll Phone: -

Local Vendor:

Certified Vendor
 SBE:
 Micro Ent. :
 Other:

Assigned Measures
 Set Aside: Bid Pref.:
 Selection Factor: Goal:
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
KEVIN C HARDY	305-259-0222	-	305-278-2067	KH@BALLPARKMAINTENANCE.COM

5. Vendor Name: ALEJANDRO PARDO LANDSCAPING LLC
 DBA:
 FEIN: 270758647
 Suffix: 01
 Street: 14825 SW 36 TERRACE
 City: MIAMI
 State: FL
 Zip: 33185
 FOB Terms: DEST-P
 Delivery:
 Payment NET30
 Terms:
 Toll Phone: -

Local Vendor:

Certified Vendor
 SBE:
 Micro Ent. :
 Other:

Assigned Measures
 Set Aside: Bid Pref.:
 Selection Factor: Goal:
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
ALEJANDRO PARDO	305-528-1317	-	-	PARDOLANDSCAPING@HOTMAIL.COM

6. Vendor Name: GENERAL MOW LLC
 DBA: GROUNDKEEPERS
 FEIN: 271144429
 Suffix: 01
 Street: 255 UNIVERSITY DRIVE
 City: CORAL GABLES
 State: FL
 Zip: 33134
 FOB Terms: DEST-P
 Delivery:
 Payment NET30
 Terms:
 Toll Phone: -

Local Vendor:

Certified Vendor
 SBE:
 Micro Ent. :
 Other:

Assigned Measures
 Set Aside: Bid Pref.:
 Selection Factor: Goal:
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
ALEK MUELLE	305-665-1250	-	305-665-4644	GRENY@GROUNDKEEPERS.NET

7. **Vendor Name:** ACTION SALES LLC
DBA: ACTION SOD & LANDSCAPE GARDENS
FEIN: 271275524
Suffix: 01
Street: 5700 SW 123 AVE
City: MIAMI
State: FL
Zip: 33183
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 305-2757100

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
MIGUEL LOPEZ	305-2757100	305-2757100	305-2757100	actionsod@actionsod.com

8. **Vendor Name:** VISUALSCAPE INC
DBA:
FEIN: 452599402
Suffix: 01
Street: 15980 NW 117 Avenue
City: Miami
State: FL
Zip: 33018
FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
IVAN C VILA	305-3622404	-	305-3622403	IVILA@VISUALSCAPEINC.COM

9. **Vendor Name:** SOUTH FLORIDA GRASSING INC
DBA:
FEIN: 591092907
Suffix: 01
Street: 4580 SE BRIDGE RD

City: HOBE SOUND
 State: FL
 Zip: 33455
 FOB Terms: DEST-P
 Delivery:
 Payment: NET30
 Terms:
 Toll Phone: 800-483-4279

Local Vendor:

Certified Vendor
 SBE:
 Micro Ent. :
 Other:

Assigned Measures
 Set Aside: Bid Pref.:
 Selection Factor: Goal:
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
HOMER GREENE-PRESIDENT	561-746-7816	800-483-4279	772-546-3482	SFGRASSING@YAHOO.COM

10. Vendor Name: PINE ISLAND NURSERY INC
 DBA:
 FEIN: 591550118
 Suffix: 01
 Street: 16300 SW 184 ST
 City: MIAMI
 State: FL
 Zip: 33187
 FOB Terms: DEST-P
 Delivery:
 Payment: NET30
 Terms:
 Toll Phone: -

Local Vendor:

Certified Vendor
 SBE:
 Micro Ent. :
 Other:

Assigned Measures
 Set Aside: Bid Pref.:
 Selection Factor: Goal:
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
ERIK D TIETIG	305-233-5501	-	305-233-5610	INFO@PINEISLANDNURSERY.COM

11. Vendor Name: TIP TOP ENTERPRISES INC
 DBA:
 FEIN: 591589301
 Suffix: 01
 Street: 18101 SW 98 COURT
 City: MIAMI
 State: FL
 Zip: 33157
 FOB Terms: DEST-P
 Delivery:
 Payment: NET30
 Terms:
 Toll Phone: -

Local Vendor:

Certified Vendor
 SBE:
 Micro Ent. :
 Other:

Assigned Measures
 Set Aside:
 Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
JOSEPH A PORTER	305-255-8198	-	305-255-4653	TIPTOP@TIPTOPENTINC.COM

12. **Vendor Name:** MANUEL DIAZ FARMS INC
DBA:
FEIN: 591832429
Suffix: 02
Street: 26401 SW 107th Ave.,
City: Miami
State: FL
Zip: 33032
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor
 SBE:
 Micro Ent. :
 Other:

Assigned Measures
 Set Aside:
 Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Marilyn Perdomo	305-2588419	-	305-2588455	marylinp@manueldiazfarms.com

13. **Vendor Name:** BANNERMAN LANDSCAPING INC
DBA:
FEIN: 591876263
Suffix: 05
Street: 14682 NW 26 avenue
City: Opa-Locka
State: FL
Zip: 33142-3126
FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor
 SBE:
 Micro Ent. :
 Other:

Assigned Measures
 Set Aside:
 Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Paul L Bannerman	305-6949212	-	305-6949214	bannerman@bellsouth.net

14. **Vendor Name:** TRIPLE O NURSERY FARMS INC
DBA:
FEIN: 592079493
Suffix: 01
Street: 14750 SW 248 ST
City: HOMESTEAD
State: FL
Zip: 33032
FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:
Toll Phone: 800-273-0656

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
AMAURY DOMINGUEZ	305-246-0656	800-273-0656	305-257-2712	SALES@WE-R-PLANTS.COM

15. **Vendor Name:** THOMAS MAINTENANCE SERVICE INC
DBA:
FEIN: 592118932
Suffix: 01
Street: 16205 SW 117TH AVENUE UNIT 7
City: MIAMI
State: FL
Zip: 33177
FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:
Toll Phone: 786-367-8663

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
MELVIN THOMAS - PRESIDEN	305-253-7433	786-367-8663	305-253-7065	THOMASMAINTSERV@AOL.COM

16. **Vendor Name:** SUNSET SOD INC
DBA:
FEIN: 592421961
Suffix: 01
Street: 13100 SW 124TH AVE
City: MIAMI
State: FL
Zip: 33186
FOB Terms: DEST-P

Delivery:
 Payment NET14
 Terms:
 Toll Phone: -

Local Vendor:

Certified Vendor
 SBE:
 Micro Ent. :
 Other:

Assigned Measures
 Set Aside:
 Selection Factor:
 Bid Pref.:
 Goal:
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
KATHY HERNANDEZ	305-253-2002	-	786-242-9988	SOD@GATE.NET

17. Vendor Name: R F ORCHIDS INC
 DBA:
 FEIN: 592606767
 Suffix: 01
 Street: 28100 SW 182 AVE
 City: HOMESTEAD
 State: FL
 Zip: 33030
 FOB Terms: DEST-P
 Delivery:
 Payment NET30
 Terms:
 Toll Phone: 877-482-6327

Local Vendor:

Certified Vendor
 SBE:
 Micro Ent. :
 Other:

Assigned Measures
 Set Aside:
 Selection Factor:
 Bid Pref.:
 Goal:
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
ROBERT F FUCHS	305-245-4570	877-482-6327	305-247-6568	INFO@RFORCHIDS.COM

18. Vendor Name: A NATIVE TREE SERVICE INC
 DBA:
 FEIN: 592613393
 Suffix: 01
 Street: 15733 SW 117 AVE
 City: MIAMI
 State: FL
 Zip: 33177
 FOB Terms: DEST-P
 Delivery:
 Payment NET14
 Terms:
 Toll Phone: 888-992-7267

Local Vendor:

Certified Vendor
 SBE:
 Micro Ent. :
 Other:

Assigned Measures
 Set Aside:
 Selection Factor:
 Bid Pref.:
 Goal:
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
CATHY EVENSEN	305-238-1178	888-992-7267	305-238-8878	NATIVETREE@NATIVETREE.COM

19. **Vendor Name:** SFM SERVICES INC
DBA:
FEIN: 592766887
Suffix: 02
Street: 9700 NW 79 AVENUE
City: MIAMI
State: FL
Zip: 33016
FOB Terms: DEST-P
Delivery:
Payment: NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Christian Infante	305-8182424	-	305-8783510	cinfante@sfmservices.com

20. **Vendor Name:** VEBER'S JUNGLE GARDEN INC
DBA:
FEIN: 592811859
Suffix: 01
Street: 24605 SW 197TH AVE
City: HOMESTEAD
State: FL
Zip: 33031
FOB Terms: DEST-P
Delivery:
Payment: NET14
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
LESLIE J VEBER	305-242-9500	-	305-242-9961	LVEBER668@BELLSOUTH.NET

21. **Vendor Name:** LDG SERVICES, INC.
DBA:
FEIN: 593724280
Suffix: 01
Street: 27602 Johnston Road

City: Dade City
 State: FL
 Zip: 33523
 FOB Terms: DEST-P
 Delivery:
 Payment: NET30
 Terms:
 Toll Phone: -

Local Vendor:

Certified Vendor
 SBE:
 Micro Ent. :
 Other:

Assigned Measures
 Set Aside:
 Selection Factor:
 Bid Pref.:
 Goal:
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
David Gathings	813-9189394	-	-	ldglandscapes@yahoo.com

22. Vendor Name: ARAZOZA BROTHERS CORPORATION
 DBA:
 FEIN: 650031332
 Suffix: 01
 Street: 15901 SW 242 ST
 City: HOMESTEAD
 State: FL
 Zip: 33031
 FOB Terms: DEST-P
 Delivery:
 Payment: NET30
 Terms:
 Toll Phone: 800-238-1510

Local Vendor:

Certified Vendor
 SBE:
 Micro Ent. :
 Other:

Assigned Measures
 Set Aside:
 Selection Factor:
 Bid Pref.:
 Goal:
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
ALBERTO ARAZOZA	305-246-3223	800-238-1510	305-246-0481	AARAZOZA@ARAZOZABROTHERS.COM

23. Vendor Name: MIXD GREENS INC
 DBA:
 FEIN: 650177500
 Suffix: 01
 Street: 28905 SW 162 ANVE
 City: HOMESTEAD
 State: FL
 Zip: 33033
 FOB Terms: DEST-P
 Delivery:
 Payment: NET14
 Terms:
 Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
MICHAEL GNAEGY	305-2451722	-	-	MGNAEGY@MIXDGREENS.NET

24. Vendor Name: FLORIDA LAWN SERVICE INC.
 DBA: FLORIDA LANDSCAPE NURSERY
 FEIN: 650362696
 Suffix: 01
 Street: 12595 SW 56 STREET
 City: MIAMI
 State: FL
 Zip: 33175
 FOB Terms: DEST-P
 Delivery:
 Payment NET30
 Terms:
 Toll Phone: 305-761-5900

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
ANDRES E VIAMONTES	305-553-2377	305-761-5900	305-553-2136	FLORIDALAWNSERV@AOL.COM

25. Vendor Name: FOLIAGE XPRESS INC
 DBA:
 FEIN: 650645501
 Suffix: 01
 Street: 16351 SW 216 STREET
 City: MIAMI
 State: FL
 Zip: 33170
 FOB Terms: DEST-P
 Delivery:
 Payment NET14
 Terms:
 Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
DARYL MUND - PRESIDEN	305-254-2225	-	305-254-2440	DARYL@FOLIAGEXPRESS.COM

26. **Vendor Name:** SUPERIOR LANDSCAPING & LAWN SERVICE INC
DBA:
FEIN: 650838100
Suffix: 01
Street: 2200 NW 23RD AVENUE
City: MIAMI
State: FL
Zip: 33142
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 305-525-6376

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
MARIA VALDES	305-634-0717	305-525-6376	305-634-0744	SUPERLANDSCAPE@BELLSOUTH.NET

27. **Vendor Name:** WEED A WAY INC
DBA:
FEIN: 650894412
Suffix: 01
Street: 6600 NW 27 AVE
City: MIAMI
State: FL
Zip: 33147
FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
MONDAY OKOTOGBO	786-663-5802	-	954-374-6562	WEEDAWAY@MSN.COM

28. **Vendor Name:** WEED A WAY INC
DBA: A-WAY TRANSPORTATION
FEIN: 650894412
Suffix: 02
Street: 18520 NW 67TH AVE
City: HIALEAH
State: FL
Zip: 33015

FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:
Toll Phone: 786-426-8254

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Assigned Measures
Set Aside: **Bid Pref.:**
Selection Factor: **Goal:**
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
MONDAY OKOTOGBO	786-663-5802	786-426-8254	954-374-6562	WEEDAWAY@MSN.COM

29. **Vendor Name:** NATIONAL CORE SERVICES CORP
DBA: Grounds Group Landscaping
FEIN: 650925811
Suffix: 01
Street: 1110 South Flamingo Road
City: Davie
State: FL
Zip: 33325
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Assigned Measures
Set Aside: **Bid Pref.:**
Selection Factor: **Goal:**
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Jeremy Wehby	954-4769027	-	954-4769237	info@groundsgroup.com

30. **Vendor Name:** LAWN KEEPERS OF SOUTH FLORIDA INC
DBA:
FEIN: 651019275
Suffix: 01
Street: 21550 SW 184TH PLACE
City: MIAMI
State: FL
Zip: 33187
FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :

Assigned Measures
Set Aside: **Bid Pref.:**
Selection Factor: **Goal:**

Other:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
DAVID BORREGO - PRESIDENT	305-256-5676	-	786-242-4270	LAKESO@HOTMAIL.COM

31. Vendor Name: FLORIDA GARDEN CENTER CORP
 DBA:
 FEIN: 651037635
 Suffix: 01
 Street: 10637 S.W 185 TERR
 City: MIAMI
 State: FL
 Zip: 33157
 FOB Terms: DEST-P
 Delivery:
 Payment NET14
 Terms:
 Toll Phone: -

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
ESTRELLA SAMPEDRO	305-2326464	-	305-2329411	FLORIDAGARDENCENTER@GMAIL.COM

32. Vendor Name: DISTREEBUTORS INC
 DBA:
 FEIN: 651135295
 Suffix: 01
 Street: 17121 NW 137TH AVE
 City: HIALEAH GARDENS
 State: FL
 Zip: 33018
 FOB Terms: DEST-P
 Delivery:
 Payment NET14
 Terms:
 Toll Phone: -

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
MARCOS URRRA	305-5518208	-	305-5518099	customerservice@distreebutors.com

33. Vendor Name: TROPICAL FALLS INC

DBA:
FEIN: 651249152
Suffix: 01
Street: 21401 sw 127 ave
City: miami
State: FL
Zip: 33177
FOB Terms: DEST-P
Delivery:
Payment Terms: NET14
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
David A Bryan	305-5253884	-	-	Tropicalfalls@aol.com

SECTION #7 – ITEMS AWARDED

Details:

Item #	Description	Qty.	Unit Price
	No Items Awarded		\$

SECTION #8 – ADDITIONAL NOTES

Error! Bookmark not defined.



AGENDA MEMORANDUM

Meeting Date: 4/22/2020

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager

From: Tom Nash, Public Works Director 

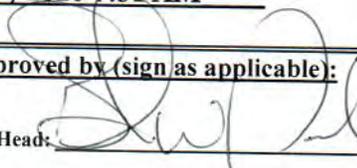
Subject: Purchase Order Increase – BTS Land Service Corp

RECOMMENDATION:

Public Works requests Council to approve an increase to the open Purchase Order #200240 in the amount of \$23,000.00 to BTS Land Service Corp for tree trimming throughout the City. Council approved \$100,000.00, October 8, 2019 as funds were approved in the FY 19/20 Budget, pursuant to Section §31.11 (E) (5) of the City Code.

DISCUSSION: Tree trimming/removal City wide. This request is not for additional funding. We are closing out P.O. 200354 from Distreebutors and transferring it to BTS Land Service Corp to complete fiscal year trimming.

Submission Date and Time: 4/22/2020 7:51 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: 	Dept./ Desc.: <u>Public Properties/ Other Contractual</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: _____	Account No.: <u>001-5404-541.34-00</u>
Attachments: <input type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>\$23,000.00</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>100,000.00</u>
	Attorney: _____	Current request: \$ <u>23,000.00</u>
		Total vendor amount: \$ _____



AGENDA MEMORANDUM

Meeting Date: March 23, 2020

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager/Finance Director *WAS*

From: Armando Guzman, Chief of Police *Armando Guzman 3/17/2020*

Subject: LETF Purchase – MSPD Rental Car Program

Recommendation: Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Royal Rent-A-Car Systems of Florida, utilizing Miami-Dade County’s Bid No. 8809-0/19, Vehicle Rental Services, in the amount of \$10,388.00, for the monthly rental of two vehicles (for a 7-month period), as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, as funds are in the projected FY 19/20 Budget, pursuant to Section §31.11 (C)(2) of the City Code.

Discussion/Analysis: Monthly rental of two (2) undercover/unmarked vehicles for a seven-month period, beginning March 1, 2020 through September 30, 2020. See attached Memorandum and Resolution approving Contract No. FB-01293.

Federal Statute: Civil Asset Forfeiture reform Act, PL 106-185.

Submission Date and Time: 3/17/2020 8:09 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u> Prepared by: <u>Leah Cates</u> <i>LC</i> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: <i>Armando Guzman 3/17/20</i> Procurement: _____ Asst. to City Mgr.: _____ City Manager: <i>WAS</i>	Dept./ Desc.: <u>Law Enforcement Trust Funds</u> <u>Rentals & Leases</u> Account No.: <u>650-2010-521.44-00</u> Additional Funding: <u>N/A</u> Amount previously approved: \$ <u>10,388.00</u> Current request: \$ <u>10,388.00</u> Total vendor amount: \$ <u>10,388.00</u>

Memorandum

MIAMI-DADE
COUNTY

Date: February 4, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 8(F)(6)

From: Carlos A. Gimenez
Mayor

Resolution No. R-101-20

Subject: Recommendation for Approval to Award FB-01293, Vehicle Rental Services

Recommendation

It is recommended that the Board of County Commissioners (Board) approve competitive contract awards of, *Contract No. FB-01293, Vehicle Rental Services*, to Royal Rent A Car Systems of Florida, Inc. and Enterprise Leasing Company of Florida, LLC for use by multiple County Departments. The contract will provide vehicle rental services for various vehicle classifications, including compact, economy, full sized sedans and sport utility vehicles, pickup trucks and vans as needed, on a daily, weekly, monthly or bi-annual basis. On February 2, 2015, the Board, through Resolution No. R-101-15, awarded the current contract 8809-0/19, Vehicle Rental Services for a five-year term.

To ensure availability, this replacement contract is being awarded to two vendors, based on the lowest fixed rental rate per vehicle classification, in the aggregate. County staff shall first issue purchase orders to the awarded vendor with the lowest fixed rate per required vehicle class. If the lowest awarded vendor is unable to meet the purchase order requirements, staff may then order from the next lowest awarded vendor offering the same vehicle class required. While no estimated quantities of utilization were available at the time of bidding, County staff has evaluated the bids and determined that the absence of estimated quantities did not affect the propose award recommendation or the best interests of the County: each vendor bid lower for all lease terms contained within each evaluated "aggregate" bid. Vehicle Rental Services are critical to the daily operations for multiple departments. Examples include:

- 1) The Police Department rents varying vehicle models for undercover operations.
- 2) The Parks, Recreation and Open Spaces Department typically leases vans during the summer to transport children to and from field trips or for special events such as the Great Parks Summit and Junior Olympics.
- 3) The Department of Transportation and Public Works has historically leased vehicles for its 12 divisions as a means of temporarily meeting vehicle needs, and is reliant on these services until such time as permanent vehicles are received in inventory.
- 4) The Miami-Dade Corrections and Rehabilitation Department uses this contract for rental vehicles on an as needed basis. Rental units are needed when vehicles are unavailable, beyond repair, or as a bridge when new replacement vehicles are procured and awaiting delivery. Specifically, the department rents cargo vans, SUVs, and sedans necessary for the operations of the department.
- 5) The Public Housing and Community Development Department rents passenger vans to drop off temporary hires (Maintenance Repairers) for ongoing maintenance support for Public Housing daily operations and vacancy preparations.
- 6) The Water and Sewer Department uses this contract for rental vehicles on an as needed basis. Rental units are needed when vehicles are unavailable in WASD's Fleet, beyond repair, or as a bridge when new replacement vehicles are procured and awaiting delivery.

This replacement solicitation was advertised under full and open competition on September 19, 2019. Two responses were received from local vendors and both are being recommended for award. Upon advertisement, 2,492 vendors were notified, of which 10 were identified and invited to participate in this solicitation as a result of outreach efforts by staff.

This item is placed for Board review pursuant to Miami-Dade County Code Section 29-124(f). The Board may only consider this item if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the issuance of this recommendation. If CITT has not forwarded a recommendation and 45 days have not elapsed since the issuance of this recommendation, a withdrawal of this item will be requested.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$28,314,600. The current contract, 8809-0/19, is valued at \$28,569,000 for a five-year, three-month term and expires on May 28, 2020. The allocation under the replacement contract is slightly lower than the cumulative allocation of the current contract based on the departments' projected usage.

Department	Allocation	Funding Source	Contract Manager
Clerk's Office	\$150,000	Clerk Revenue	Charis Lubeck
Community Action and Human Services	\$25,000	General Fund / Federal Funds	Richard Signori
Corrections and Rehabilitation	\$750,000	General Fund	Zuleika Davidson
Elections	\$553,800	General Fund	Michael Martinez
Fire Rescue	\$130,000	Fire District Funds	Marianela Betancourt
Information Technology	\$162,000	Internal Service Funds	Yuly Chau-Ramirez
Internal Services	\$425,000	Internal Service Funds	Rey Llerena
Parks, Recreation and Open Spaces	\$3,932,600	General Fund	Tametria Harris
Police	\$16,864,000	General Fund	Laura Romano
PortMiami	\$523,200	Proprietary Funds	Gyselle Pino
Public Housing and Community Development	\$350,000	Federal Funds	Indira Rajkumar-Futch
Regulatory and Economic Resources	\$200,000	Proprietary Funds	Manuel Blanco
Solid Waste Management	\$75,000	Proprietary and General Funds	Karina Careaga
Transportation and Public Works	\$2,500,000	DTPW Operating	Angela Mathews-Tranumn
Water and Sewer	\$1,674,000	Proprietary Funds	Fred Taylor
Total:	\$28,314,600		

Track Record/Monitor

Vanessa Sfroman of the Internal Services Department is the Procurement Contracting Manager.

Delegated Authority

Upon Board approval, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendors Recommended for Award

The County advertised an Invitation to Bid under full and open competition. Upon advertisement, 2,492 vendors were notified, including 10 that were invited via email as a result of the outreach efforts by staff. Nine vendors downloaded the bid packet, and two bid submittals were received in response to the solicitation. Both vendors have local addresses and are being recommended for award for all vehicle classifications based on price.

Vendor	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Enterprise Leasing Company of Florida, LLC	5105 Johnson Road Coconut Creek, FL	14000 SW 119 Street, Miami, FL	765	Rick A. Short
			35%	
Royal Rent A Car Systems of Florida, Inc.	3650 NW South River Drive, Miami, FL	Same	38	Ismael Perera
			76%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues. The lists referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the client departments. This resulted in an expanded scope of services and technical specifications to include current industry standard classifications.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies where permitted by the funding source.
- The Small Business Enterprise Bid Preference and Local Preference were applied where permitted by the funding source.
- The Living Wage does not apply.



Maurice Kemp
 Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: February 4, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(6)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(6)
2-4-20

RESOLUTION NO. R-101-20

RESOLUTION APPROVING AWARD OF CONTRACT NO. FB-01293 FOR THE PURCHASE OF VEHICLE RENTAL SERVICES TO ROYAL RENT A CAR SYSTEMS OF FLORIDA, INC., AND ENTERPRISE LEASING COMPANY OF FLORIDA, LLC. MULTIPLE DEPARTMENTS WILL UTILIZE THE CONTRACT WITH AN AMOUNT NOT TO EXCEED \$28,314,600.00, FOR A FIVE-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO GIVE NOTICE OF THIS AWARD, ISSUE THE APPROPRIATE PURCHASE ORDERS TO GIVE EFFECT TO SAME AND EXERCISE ALL PROVISIONS OF THE CONTRACT PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves award of Contract No. FB-01293 for the purchase of vehicle rental services to Royal Rent A Car Systems of Florida, Inc., and Enterprise Leasing Company of Florida, LLC with an amount not to exceed \$28,314,600.00, for a five-year term; and authorizes the County Mayor or County Mayor's designee to give notice of this award, issue the appropriate purchase orders to give effect to same and exercise all provisions of the contract pursuant to Section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38. A copy of the contract document is on file with and available upon request from the Internal Services Department, Strategic Procurement Division.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**
who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez**
and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	absent	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	absent
Xavier L. Suarez	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of February, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Linda L. Cave
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez



AGENDA MEMORANDUM

Meeting Date: April 27, 2020

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager/Finance Director

From: Armando Guzman, Chief of Police *Armando Guzman 4/23/2020*

Subject: Avon Gas Mask Kits for Police Department

Recommendation: Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Safeware, Inc., utilizing U.S. Communities Contract #4400008468, in the amount of \$24,624.00 for the purchase of forty-five (45) Avon First Responder C50 gas masks kits, as funds are in the projected FY 19/20 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

Discussion/Analysis: The Police Department would like to purchase forty-five (45) Avon First Responder C50 gas masks kits, for the safety of our Police Officers. This is based on the US Communities CO-Op program and the quote is provided based on being registered with U.S. Communities at www.uscommunities.org (See attached). This purchase of safety equipment, along with other purchases, will be submitted to FEMA for reimbursement.

Submission Date and Time: 4/23/2020 9:00 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: <i>Armando Guzman 4/23/20</i>	Dept./ Desc.: <u>Police - Uniforms</u>
Prepared by: <u>Leah Cates <i>LC</i></u>	Procurement: _____	Account No.: <u>001-2001-521.52-03</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. to City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>N/A</u>
		Current request: \$ <u>24,624.00</u>
		Total vendor amount: \$ <u>24,624.00</u>



QUOTATION

4403 Forbes Blvd.
 Lanham, MD 20706-4328
 USA
 301-683-1234
 www.safewareinc.com

Order Number	
1723632	
Order Date	Page
4/7/2020 17:19:54	1 of 1

Quote Expires On 4/21/2020

Bill To: Customer ID: 112605
 Miami Springs Police Dept.
 201 Westward Dr.
 Miami Springs, FL 33166
 USA

Ship To:
 Miami Springs Police Dept.
 201 Westward Dr.
 Miami Springs, FL 33166
 USA

Requested By: Chief Armando A. Guzman

PO Number	Taker	Email
Avon First Responder C50 Kits	Heather Campbell	hcampbell@safewareinc.com
Freight Terms	Phone	Fax
Freight Paid		

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
45.00	0.00	45.00	EA	1.0	AVO 70501-556 C50 First Responder Kit MED Kit includes: C50 APR, Clear Outsert Assembly, Sunlight Outsert Assembly, CBRN Canister, CTCF50 Riot Agent Canister, Universal Carrier & Storage Faceform	EA 1.0	547.20	24,624.00
1.00	0.00	1.00	EA	1.0	USC U.S. Communities Contract #4400008468 Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. *Agency must be registered with U.S. Communities at www.uscommunities.org	EA 1.0	0.00	0.00

Total Lines: 2

SUB-TOTAL: 24,624.00
TAX: 0.00
AMOUNT DUE: 24,624.00
Actual freight added per freight terms



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award: **JUN - 7 2018**

Safeware, Inc.
4403 Forbes Blvd
Lanham, MD 20706

Attention: Rick Bond, Vice President of Sales

Reference: RFP2000002547; Public Safety and Emergency Preparedness Equipment and Related Services

Dear Mr. Bond:

Acceptance Agreement

Contract Number: 4400008468

This acceptance agreement signifies a contract award for Public Safety and Emergency Preparedness Equipment and Related Services. The period of the contract shall be from October 1, 2018 through September 30, 2023 with renewals of five (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement; and
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Fairfax County Special Provisions, Section 1 (Insurance) within ten (10) days after receipt of this letter.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpmm

Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS

RFP 2000002547

Public Safety and Emergency Preparedness Equipment and Related Services

The County of Fairfax (hereinafter called the County) and Safeware, Inc. and Mallory Safety and Supply, LLC. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400008468 with Safeware, Inc. and Contract 4400008495 with Mallory Safety and Supply, LLC. (hereinafter called the Contract) for the provision of public safety and emergency preparedness equipment and related services. The final Contract contains the following documents:

- a. The County's Request for Proposal RFP 2000002547 and all Addenda;
- b. The Contractor's Technical Proposal and Cost Proposal dated March 8, 2018;
- c. The Contractor's response to clarification questions dated March 28, 2018.
- d. The Contractor's response to items for negotiation dated April 12, 2018.
- e. This Memorandum of Negotiations;
- f. County's purchase order;
- g. Any subsequent amendments to the Contract.

In addition, the County and the Contractor agree to the following:

1. The parties to this Contract acknowledge that Safeware, Inc. submitted a proposal, on behalf of Safeware, Inc. and Mallory Safety and Supply, LLC., in response to RFP2000002547. Mallory Safety and Supply, LLC. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies of the states of Alaska, Hawaii, Washington, Oregon, California, Arizona, Nevada, New Mexico, Wyoming, Idaho, Montana, and Utah and to assume all responsibilities and obligations under this Contract for its designated territory. Safeware, Inc. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies located in all other states of the United States, not identified above and to assume all responsibilities and obligations under this Contract for its designated territory. Contract number 4400008468 has been assigned to Safeware, Inc. and Contract number 4400008495 has been assigned to Mallory Safety and Supply LLC. to facilitate ordering.
2. The Contractor shall provide eCommerce rebates as outlined below:
 - If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided on purchases made through ecommerce.
 - If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided on purchases made through ecommerce.
 - Conditions: The agency total purchases for the annual contract period must be greater than \$20,000. Ecommerce is defined as any order placed through Safeware or Mallory's website or fully integrated third party marketplace where the Participating Public Agency's orders and Safeware-Mallory's invoices are transacted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpmm

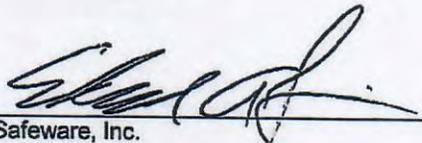
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

3. Large sales greater than \$20,000 may be eligible for additional price discounts from manufacturers and will be automatically flagged in the Contractor's system to seek additional price concessions from manufacturers.
4. For purchase of services under this Contract, the Contractor shall provide a minimum of 10% discount from Safeware and Mallory's list price. The pricing for services may be negotiated to a lower price.
5. The Contractor acknowledges and agrees that the County and the Participating Public Agencies reserve the right to review and negotiate the license and maintenance terms and conditions prior to any purchase of software under this Contract and that the Contractor will provide full support for executing the negotiated license/maintenance agreement(s) by the County/Participating Public Agencies and the software publisher. The Contractor also agrees to obtain agreement from its software publishers that their shrink wrap, browse wrap, click through, or similar processes are for access purposes only, and any terms and conditions offered in or referenced by those procedures will have no force or effect.
6. The Contractor shall hold the discount rate of 41% for equipment and 10% for services firm for the entire contract term including renewal periods.
7. The parties mutually agree that the first sentence of Paragraph 1.3 of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

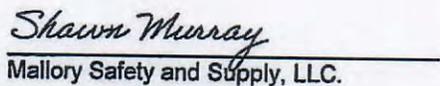
No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the County Purchasing Agent and/or Risk Manager.
8. The parties mutually agree that the Paragraph 1.2 b. of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.

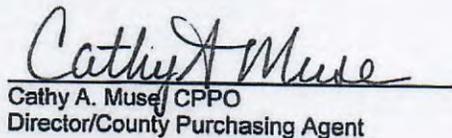
ACCEPTED BY:


Safeware, Inc.

6/6/18
Date


Mallory Safety and Supply, LLC.

6/6/18
Date


Cathy A. Muse CPPO
Director/County Purchasing Agent

6/7/18
Date



AGENDA MEMORANDUM

Meeting Date: April 27, 2020

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager/Finance Director

From: Armando Guzman, Chief of Police *Armando Guzman 4/21/2020*

Subject: FY 19/20 Uniform Request

Recommendation: Recommendation by the Police Department that Council waive the competitive bid process in the best interests of the City, mainly due to they are the only local vendor in Miami-Dade County to provide police uniforms (we've established over a twenty-year relationship), and approve an expenditure to Lou's Police Distributors, not to exceed \$25,000.00, for police uniforms as funds were approved in the FY 19/20 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

Discussion/Analysis: For police uniforms for 45 sworn officers, and 20 civilian employees. The last uniform order was February 2019. Often we have to get uniforms ordered quickly and it causes a hardship if we have to rely on companies that are not local (online).

Submission Date and Time: 4/20/2020 1:16 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: Police Department	Dept. Head: <i>Armando Guzman 4/21/20</i>	Dept./ Desc.: Police Uniforms Account
Prepared by: Leah Cates <i>LC</i>	Procurement: _____	Account No.: 001-2001-521.52-03
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____ N/A
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ 24,000.00 18/19
		Current request: \$ 25,000.00
		Total vendor amount: \$ 25,000.00

Lou's Police Distributors, Inc.

7815 West 4th Ave

Hialeah, FL 33014

Phone (305) 416-0000 Fax (305) 824-9205

**Quotation**

DATE April 7, 2020

Quotation # 4720MS

Customer ID

Bill To:

MIAMI SPRINGS POLICE DEPT.

ATTN:LEAH CATES

Quotation valid for: 30 Days**Prepared by:****Comments or special instructions:**

PRICES VALID 4-8-20 TO 9-28-20

Item Number	Description	QTY	Price per Unit	Extension
UD34200	FECHHEIMER MALE NAVY PANTS (28-42)	38	\$ 40.98	\$ 1,557.24
UD34200	FECHHEIMER MALE NAVY PANTS OV (44-50)	5	\$ 44.98	\$ 224.90
UD34250	FECHHEIMER FEMALE NAVY PANTS (2-18)	46	\$ 40.98	\$ 1,885.08
34W7886Z	FLYING CROSS OR EQUAL L/S NAVY MALE SHIRT (14-18.5)	29	\$ 44.98	\$ 1,304.42
34W7886Z	FLYING CROSS OR EQUAL L/S NAVY MALE SHIRT OV (19-22)	1	\$ 56.98	\$ 56.98
35W78Z	FLYING CROSS OR EQUAL L/S WHITE MALE SHIRT (14-18.5)	0	\$ 46.98	\$ -
87R7886Z	FLYING CROSS OR EQUAL S/S NAVY MALE SHIRT (14-18.5)	44	\$ 32.98	\$ 1,451.12
87R7886Z	FLYING CROSS OR EQUAL S/S NAVY MALE SHIRT OV (19-22)	3	\$ 41.98	\$ 125.94
85R78Z	FLYING CROSS OR EQUAL S/S WHITE MALE SHIRT (14-18.5)	0	\$ 38.98	\$ -
127R7886Z	FLYING CROSS OR EQUAL L/S NAVY FEMALE SHIRT (30-46)	1	\$ 44.98	\$ 44.98
126R78Z	FLYING CROSS OR EQUAL L/S WHITE FEMALE SHIRT (30-46)	10	\$ 46.98	\$ 469.80
177R7886Z	FLYING CROSS OR EQUAL S/S NAVY FEMALE SHIRT (30-46)	4	\$ 32.98	\$ 131.92
176R78Z	FLYING CROSS OR EQUAL S/S WHITE FEMALE SHIRT (30-46)	49	\$ 38.98	\$ 1,910.02
HER5416S	SERGEANT CHEVRONS (PAIR)	16	\$ 2.98	\$ 47.68
LIB525/599MNV	LIBERTY NAVY JACKET W/LINER	4	\$ 59.98	\$ 239.92
26950-50POL	BLAUER HI-VIS RAIN JACKET W/POLICE REFLEC.(MOTORS)	0	\$ 199.98	\$ -
BLAU134R	BLAUER BLACK RAIN PANTS	0	\$ 46.98	\$ -
NEE9100SC	NEESE 48"YELLOW RAINCOAT W/HOOD - POLICE ON BACK	1	\$ 69.98	\$ 69.98
511-74273	5.11 TACLITE PANTS SIZES:28-44	14	\$ 40.00	\$ 560.00
90010/90043/90063	SAMUEL BROOME 18"-22 BLACK TIES	13	\$ 7.98	\$ 103.74
	PROPPER ICE POLO NAVY SIZES: S-2X	86	\$ 28.98	\$ 2,492.28
	EMBROIDERY RANK, INITIAL LAST NAME	86	\$ 17.50	\$ 1,505.00
	SILKSCREEN GREY LETTERS 2 LINE ON BACK	86	\$ 17.50	\$ 1,505.00
TOTAL				\$ 15,686.00



AGENDA MEMORANDUM

Meeting Date: 3/23/2020

To: The Honorable Mayor Billy Bain and Members of the City Council

From: William Alonso, City Manager/Fin. Director

Subject: Request for additional funding for the Emergency mold remediation work at the City Hall Building

As you are aware, we have been experiencing serious mold problems in city hall for the past couple of years. In 2018, after a flooding issue in the Dispatch Office, we had remediation done in the police dispatch office and other areas within city hall. After this work our insurer, FMIT, performed another mold test and the report showed normal levels of mold. In Feb 2019, we had another mold test done and it revealed that the mold had returned. We obtained an estimate of the required work, \$227,000, and proceeded to include this in the FY19-20 budget that council approved. As we were getting ready to hire the company to do this work, we requested another assessment to be done. Last week we received the report (see attached) and it revealed that there were three areas (Police Dispatch, 2nd floor ladies' bathroom and one A/C air return on the second floor) that now show toxic levels of mold spore. None of our prior assessments ever showed "toxic" levels. The problem has worsened since the last remediation.

We need to have a mechanical engineer look at our A/C system airflow to determine what is causing the mold activity in the building. Attached is an email from Roth Southeast, who handles our A/C controls, and they state that the first step should be to see how the building can be "positively pressurized". This would be the first issue to be addressed by the engineers.

This is a serious health issue for our staff at City Hall and the Police Department so we are taking emergency measures as follows:

- 1) We have invoked Section 31.11 (E)(6)(e) of the city code regarding emergency procurement.
- 2) We are contracting with a remediation company to do the cleanup and sanitizing work throughout the building.
- 3) We are contracting with a Mechanical Engineer to provide a design plan to replace the existing duct system in city hall as well as determining how we can achieve "positive airflow". The assessment report shows that we are operating under a negative pressure when we should be on positive pressure.
- 4) Public Works has also been in contact with our A/C vendor and they have been out here to check the system operation and are providing guidance on any needed improvements.
- 5) We have moved all city hall staff to the Community Center. Police will be operating from two office trailers along Park St. We have contracted with Williams Scotsman Inc. for the rental of two mobile office trailers. The Chief has also reached out to Medley and they will loan us their command vehicle so we can use it to run our dispatch operations.
- 6) We have already moved all staff from Dispatch to the Medley Command Unit.
- 7) We will also plan on holding future Council meetings at the Rebeca Sosa Theatre until city hall is back in operation.

- 8) We have also contacted the City's insurer, The Florida Municipal Insurance Trust, to inquire if we have coverage for mold remediation and repairs under our policy.

We expect that this entire process will last between 2-3 months. As you know we budgeted \$227,000 in FY19-20 for this work, per our estimate shown below we project that once all work is completed this project will cost approx. \$414,108. **Therefore we request that Council approve appropriating an additional \$187,108 for FY19-20 for this project, funds will come from available fund balance.**

The following is a breakdown of estimated costs to date:

1) Synergy General Contracting	\$234,400	(remediation and repairs)
2) Willscot Trailers	45,822	(2-Police office trailers, including ADA access, furniture, 2 month rental, etc.)
3) Thermal Concepts	83,886	(replace a/c coils and dampers)
4) Mechanical Engineer	10,000	(design new a/c airflow)
5) Relocation costs city hall staff	20,000	(estimated for IT, phone, POD rentals and supplies at community center, etc.)
6) Relocation costs-Police	<u>20,000</u>	(estimated for electrical and water to trailers, supplies, POD rental, etc.)
Total estimated costs to date	<u>\$414,108</u>	

As the project commences, we will advise council if any additional funding is needed due to unforeseen work that may be necessary.

William Alonso

From: Tom Nash
Sent: Tuesday, March 3, 2020 4:20 PM
To: William Alonso; Tammy Romero
Subject: Fwd: Miami Spring City Hall
Attachments: imageb61e68.JPG; image9aa9f2.GIF

See report below from my meeting this morning with ROTH

Begin forwarded message:

From: Neil Caporale <ncaporale@rothsoutheast.com>
Date: March 3, 2020 at 3:33:56 PM EST
To: Tom Nash <nasht@miamisprings-fl.gov>
Subject: Miami Spring City Hall

Good to see you this morning. Below are my findings from the visit today:

First to answer questions that were given to me:

1. When Building is not occupied, is the fan in the auto position?
 - a. Answer: The fan runs constantly when in the occupied mode, and the fan is off when in the unoccupied mode. There is not intermittent run sequence to run the systems when in the unoccupied mode.
2. Can motorized dampers be installed on OA ducts, to open when calling for cooling and close when not calling for cooling?
 - a. Answer: Yes motorized OA Dampers can be added, but they do not exist currently. I would be hesitant to just close with call for cooling as this building has (3) exhaust fans that run at constant speed though the day. Closing these OAD dampers with the exhaust fans will put the building into a negative pressure and draw outside air in through doors and windows. If you were going to implement something like this the exhaust fans also need to be turned off when closing the OA Dampers.
3. Do the outside duct have manual balancing dampers?
 - a. Answer: Yes the OA Ducts seem to have manual balancing dampers. We were able to view one during walk through and found it closed. We opened this and requested that the others be located and opened if closed. We found the building in a negative pressure today, meaning there is not enough OA coming through the AC system to make up for the exhaust and therefore pulling OA in through the doors and windows, as untreated air.

We found that (4) of the (7) AHUs are scheduled to run 24/7, meaning the chiller is running 24/7. Via trend history I was able to confirm that the chiller is running 24/7 while the AHUs are scheduled 24/7. There are three AHUs that are scheduling off. We modified those three Ahus to run 24/7 also to eliminate any issue with building pressure from those scheduling off. However we found the building already in a negative pressure with all AHUs running so we know this is a not fix, but will at least keep these spaces cool until the issue can be resolved.

Based on the finding that the building is in a negative pressure, we feel step one is to get the building into a positive pressure. This will require someone going through the duct system to confirm how the OA is brought into the AHUs and make sure the paths are open and that volume dampers are not closed or other things modified to prevent the OA from coming in through the units, and not through the doors and windows. We believe this can be done by opening them all up and verifying that air begins to move outward at the door cracks and not inward as currently being witnessed. It is our belief that all AHUs, except the AHU off the fire truck garage, are ducted to an open shaft that runs down the center of the building. This must be confirmed. If it is determined it comes from somewhere else then this open shaft should be sealed, as it serves no purpose other than a chase for piping and electrical conduits.

If the OA Ducts are opened and have a clear path to the outside, then the next step would be to start to restrict the air at the returns to draw the air through the OA duct. If this is necessary, we would recommend getting a test and balance contractor to perform this work, as to not impact the overall air flow of the unit.

In the interim we have added trends to the humidity sensors for the building, along with chilled water valve positions. Based on today's conditions we believe the units might be running at partial capacity as well, and getting a supply air temperature down to 55 deg at the cooling coil for a long enough time to dehumidify. While today was a fairly cool day 77 deg and 66% humidity outside, the units were only using 25% or less of the chilled water flow to maintain temperatures around 70 deg. This building might benefit from new technology to use VFDs to slow the fan speeds down when load is low and allow the cooling coil to remain at 55 deg for dehumidifying, or installing a pretreat unit pressurize and dehumidify the OA before it enters the building. However as stated above, the first step is to see if the building can be positively pressurized, as it was also mentioned in the email that the questions given to me that the building is 40 years and has not had a problem before. It could all be related to the OA volume dampers being closed on all the units, possibly in attempt to reduce load on the building when the chiller was having issues.

Please let me know the outcome if your investigation on the OA ducts, and if you would like to revisit and look at trend data in a week or so after that is identified I would be happy to meet again.

Neil Caporale
LEED AP
Operations Manager

Off: 954-423-6640 Ext. 228
Fax: 954-423-6684
Cel: 954-520-4573
Dir: 954-644-7202



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City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

March 3rd , 2020

RE: 201 Westward Drive Miami Springs, FL 33166
SUBJ: Mold Assessment Protocol Report.
Findings: Mold was found at the property, remediation is recommended.

Dear Client,

Thank you for this opportunity to serve you. We conducted a mold inspection at the above-mentioned property on February 29th 2019, please review the attached Mold Assessment Protocol Report details that describes our findings.

Mold growth was identified within the subject property. Comprehensive Remediation is recommended, this report will detail the laboratory findings and the Mold Remediation Protocol.

We hope this information will assist you in identifying the areas that showed elevated mold spores' activity and a plan to remove the mold contamination. Please, do not hesitate to contact us if you have any further questions regarding this matter or if we may be of any further assistance

Thank you,

Manny Cordoves

Florida Licensed Mold Assessor - MRSA2064
Florida Licensed Home Inspector HI1257

- **Conditions at Time of the initial Inspections.**

This inspection was done as part of the client's due diligence and property fact finding inspection process. **The client commercial property is showing possible mold at multiple locations of the building's interior, these areas include but are limited to interior offices, City Council Chambers, individual city administrative departments, building departments, Police dispatch and Police administrative offices, building storage areas, and many other miscellaneous interior areas. Many building interior locations were displaying visible mold spores and a mild musty odor that is known to be associated with possible mold. The client is concerned that the interior of the building inhabitants might be exposed to mold and any associated negative health effects. The City of Miami Springs wants to confirm or deny the presence of mold with a comprehensive professional assessment of the property.**

The building interior was showing possible mold present in multiple location. (please see attached photos).

We will detail the mold sampling locations and the laboratory results in this report. The scope of the inspection work involves a comprehensive mold inspection, detection, analysis and assessment protocol recommendations.

- **Observations & Findings**

The subject commercial property inspected is commercial building comprised of 17,166 square feet of total interior living area under AC. The building shows a built date of 1964. The area inspected consisted of a two-story City Hall building that contains city administrative offices, City Council Chamber, Police Department offices and Police dispatch offices along with other administrative city government offices. The purpose of this inspection was to visually evaluate all accessible areas of the property's interior for possible microbial growth, and to conduct mold testing to confirm or deny the presence of mold .

The building's interior did show visible evidence of mold spores present. We inspected all accessible interior areas. (please see attached photos).

We use infrared cameras and moisture meters to identify possible trapped moisture present behind walls and flooring wherever possible.

We collected mold air samples in multiple interior locations. In addition, we collected mold swab samples at interior surfaces and or components as part of the mold assessment. A mold air control sample is always collected as a baseline.

All samples were submitted to AEML, Inc. of Pompano Beach, FL, our independent accredited laboratory. A copy of the laboratory report is attached to this report.

Exterior Conditions:

- The weather: Clear and Sunny.
- One outside bio-aerosol sample was collected and used to compare with the inside bio-aerosol samples collected.

<u>Area</u>	<u>Temp *F</u>	<u>RH %</u>	<u>Dew Point *F</u>
Outside	71.0°F	64.0%	61.0°F

The Police Dispatch Lobby, Police Dispatch Desk, Police Dispatch Back Room (Processing), Main Building Lobby, Finance Dept., City Clerk's Office, City Manager's Office, City Council Chambers A, City Council Chambers B, Procurement, Building Dept. A, Building Dept. B, Police Dept. A, Police Dept. B Detective Bureau, Police Department C Chief of Police.

- Fifteen (15) indoor bio-aerosol samples were collected at the locations as described above, in addition to the outside bio-aerosol control sample we collect as a control, all samples were submitted for evaluation to AEML, Inc. in Pompano Beach, our independent accredited laboratory.

The AC air handler interior insulated panel .

- Ten (10) Mold Swab samples were collected at the locations as described above. These mold swab samples were submitted for evaluation to AEML, Inc. in Pompano Beach, our independent accredited laboratory.

All above mentioned locations were showing possible mold spores present.

- We include a bio-aerosol control sample that is collected outside at the back entrance of the home to be used as a control/comparison.
 - The laboratory evaluation results are attached to this report and summarized below.
 - Photographs of our findings are attached in Appendix I of this report.
 - This inspection is limited to visual observations of exposed surfaces Only.
- **Discussion, Laboratory Results & Summary**

The laboratory evaluation results for the air sample collected indicate **elevated** amounts of mold spores present at the time of inspection. The laboratory results also indicate significant amounts of mold spores present in the mold swab samplings; The laboratory results are showing allergen type mold spores and **Toxic** type mold spores present. We believe that aerosolization of these molds spore is well underway.

Air sample one, The Dispatch Lobby: this location was showing the presence of multiple allergen type mold spores that go by the names of "Aspergillus/Penicillium-Like" with a mold spore count of (1,213/m³), "Basidiospores" with a mold spore count of (13/m³), "Bipolaris/Dreschlera" with a mold spore count of (27/m³), "Curvularia" with a mold spore count of (53/m³) and "Smut/Myxomyces/Periconia" with a mold spore count of (27/m³), these mold spore genera have the characteristics of an allergen type mold spore with the corresponding negative health effects. **This mold air sample contained a Toxic mold spore genera that goes by the name of "Oscillatoria" with a mold spore count of (13/m³), this mold's negative health effects will be described further in the summary of mold spore health effects.**

Air sample two, The Dispatch Desk: this location was showing the presence of a allergen type mold spores that goes by the name of "Aspergillus/Penicillium-Like" with a mold spore count of (13/m³), this mold spore genera has the characteristics of an allergen type mold spore with the corresponding negative health effects.

Air sample three, Dispatch Back Room (processing): this location was showing the presence of multiple allergen type mold spores that go by the names of **“Aspergillus/Penicillium-Like” with a mold spore count of (3,920/m³), and “Nigrospora” with a mold spore count of (13/m³),** these mold spore genera have the characteristics of an allergen type mold spore with the corresponding negative health effects.

Air sample four, City Hall Lobby: this location was showing the presence of multiple allergen type mold spores that go by the names of **“Ascospores” with a mold spore count of (27/m³), “Aspergillus/Penicillium-Like” with a mold spore count of (13/m³), and “Basidiospores” with a mold spore count of (53/m³),** these mold spore genera have the characteristics of an allergen type mold spore with the corresponding negative health effects.

Air sample five, Finance Department: this location was showing the presence of an allergen type mold spores that goes by the name of **“Aspergillus/Penicillium-Like” with a mold spore count of (13/m³),** this mold spore genera has the characteristics of an allergen type mold spore with the corresponding negative health effects.

Air sample six, City Clerks Office: this location was showing no detectable amounts of mold spores present at the time of inspection.

Air sample seven, City Managers Office: this location was showing the presence of multiple allergen type mold spores that go by the names of **“Aspergillus/Penicillium-Like” with a mold spore count of (13/m³), “Basidiospores” with a mold spore count of (13/m³) and “Smut/Myxomyces/Periconia” with a mold spore count of (13/m³),** these mold spore genera have the characteristics of an allergen type mold spore with the corresponding negative health effects.

Air sample eight, Council Chambers A by Members: this location was showing no detectable amounts of mold spores present at the time of inspection.

Air sample nine, Council Chambers B by Audience: this location was showing the presence of multiple allergen type mold spores that go by the names of **“Ascospores”** with a mold spore count of **(13/m³)**, **“Aspergillus/Penicillium-Like”** with a mold spore count of **(93/m³)**, **“Curvularia”** with a mold spore count of **(13/m³)** and **“Pithomyces”** with a mold spore count of **(13/m³)**, these mold spore genera have the characteristics of an allergen type mold spore with the corresponding negative health effects.

Air sample ten, Procurement Dept. : this location was showing the presence of multiple allergen type mold spores that go by the names of **“Aspergillus/Penicillium-Like”** with a mold spore count of **(67/m³)**, and **“Curvularia”** with a mold spore count of **(13/m³)**, these mold spore genera have the characteristics of an allergen type mold spore with the corresponding negative health effects.

Air sample eleven, The Building Dept. A: this location was showing the presence of multiple allergen type mold spores that go by the names of **“Aspergillus/Penicillium-Like”** with a mold spore count of **(213/m³)**, and **“Cladosporium”** with a mold spore count of **(13/m³)**, these mold spore genera have the characteristics of an allergen type mold spore with the corresponding negative health effects.

Air sample twelve, The Building Dept. B: this location was showing the presence of multiple allergen type mold spores that go by the names of **“Basidiospore”** with a mold spore count of **(13/m³)**, and **“Smut/Myxomyces/Periconia”** with a mold spore count of **(13/m³)**, these mold spore genera have the characteristics of an allergen type mold spore with the corresponding negative health effects.

Air sample thirteen, Police Dept. A (second floor): this location was showing the presence of multiple allergen type mold spores that go by the names of **“Altemaria”** with a mold spore count of **(13/m³)**, **“Aspergillus/Penicillium-Like”** with a mold spore count of **(13/m³)**, and **“Cladosporium”** with a mold spore count of **(13/m³)**, these mold spore genera have the characteristics of an allergen type mold spore with the corresponding negative health effects.

Air sample fourteen, Police Dept. B (second floor Detective Bureau): this location was showing the presence of multiple allergen type mold spores that go by the names of **“Aspergillus/Penicillium-Like”** with a mold spore count of **(40/m3)**, **“Basidiospores”** with a mold spore count of **(13/m3)**, **“Bipolaris/Dreschlera”** with a mold spore count of **(13/m3)**, **“Cladosporium”** with a mold spore count of **(13/m3)** and **“Curvularia”** with a mold spore count of **(13/m3)**, these mold spore genera have the characteristics of an allergen type mold spore with the corresponding negative health effects.

Air sample fifteen, Police Dept. C (second floor Chief of Police): this location was showing the presence of multiple allergen type mold spores that go by the names of **“Aspergillus/Penicillium-Like”** with a mold spore count of **(13/m3)**, **“Cladosporium”** with a mold spore count of **(27/m3)** and **“Curvularia”** with a mold spore count of **(13/m3)**, these mold spore genera have the characteristics of an allergen type mold spore with the corresponding negative health effects.

The Dispatch Lobby lower wall swab sample: this location was showing the presence of **Toxic** type mold spore that goes by the name of **“Stachybotrys”** with a mold spore count of **(679,119/cm2)**, this mold spore genera has the characteristics of a **Toxic** type mold spore with serious negative health effects. This mold's negative health effects will be described further in the summary of mold spore health effects.

The Police Locker Room 2nd floor AC register swab sample: this location was showing the presence of allergen type mold spore that goes by the name of **“Cladosporium”** with a mold spore count of **(131,442/cm2)**, this mold spore genera has the characteristics of an allergen type mold spore with its corresponding negative health effects. * **Bacteria was present.**

The Dispatch Police Storage Room swab sample: this location was showing the presence of allergen type mold spore that goes by the name of **“Cladosporium”** with a mold spore count of **(124,143/cm2)**, this mold spore genera has the characteristics of an allergen type mold spore with its corresponding negative health effects. * **Bacteria was present.**

The Dispatch Lobby lower wall swab sample: this location was showing the presence of allergen type mold spore that goes by the name of **“Cladosporium” with a mold spore count of (13,656/cm²)**, this mold spore genera has the characteristics of an allergen type mold spore with its corresponding negative health effects. * Bacteria was present.

The Finance Dept. AC register swab sample: this location was showing the presence of allergen type mold spore that goes by the name of **“Cladosporium” with a mold spore count of (5,532/cm²)**, this mold spore genera has the characteristics of an allergen type mold spore with its corresponding negative health effects. * Bacteria was present.

The Elevator Ground Level Cab Door opening swab sample: this location was showing the presence of allergen type mold spore that goes by the name of **“Aspergillus/Penicillium-Like” with a mold spore count of (3,820/cm²)**, this mold spore genera has the characteristics of an allergen type mold spore with its corresponding negative health effects.

The Copy Room City Clerks Office swab sample: this location was showing the presence of pre mold spore fragments that go by the name of **“Hyphal Fragments” with a fragmented spore count of (12/cm²)**, these pre mold spore fragments are the foundation of mold spore developments, they are capable of developing into a variety of possible mold genera.

* Bacteria was present.

The Woman Bathroom Across from the City Council Chambers ceiling swab sample: this location was showing the presence of allergen type mold spore that goes by the name of **“Aspergillus/Penicillium-Like” with a mold spore count of (69,371/cm²)**, and **“Cladosporium” with a mold spore count of (149/cm²)**, this mold spore genera has the characteristics of an allergen type mold spore with its corresponding negative health effects. This mold swab sample was also showing the presence of a **Toxic** mold genera that goes by the name of **“Stachybotrys” with a mold spore count of (679,119/cm²)**, this mold spore genera has the characteristics of a **Toxic** type mold spore with serious negative health effects. This mold's negative health effects will be described further in the summary of mold spore health effects.

* Bacteria was present.

The Buildings Department Plans Storage Room swab sample: this location was showing the presence of allergen type mold spore that goes by the name of “Cladosporium” with a mold spore count of (52,577/cm²), this mold spore genera has the characteristics of an allergen type mold spore with its corresponding negative health effects. **This sample was showing the presence of (116,837/cm²) Hyphal Fragments.** * Bacteria was present.

The 2nd Floor Hallway AC Return Air Interior swab sample: this location was showing the presence of allergen type mold spores that go by the names of “Cladosporium” with a mold spore count of (25/cm²), and “Smut/Myxomyces/Periconia” with a mold spore count of (25/cm²) this mold spore genera has the characteristics of an allergen type mold spore with its corresponding negative health effects. **In addition, the mold spore swab was showing the presence a Toxic mold spore that goes by the name of “Chaetomium” with a mold spore count of (74/cm²).** This mold's negative health effects will be described further in the summary of mold spore health effects. * Bacteria was present.

Allergen Type Mold Effects Information:

“Aspergillus/Penicillium-Like”, “Cladosporium” and other similar allergen type mold spore’s common health effects are described as allergic symptom, hay fever, sneezing, runny nose. More serious health effects can occur if an individual is exposed to the mold genera for long periods of time. These additional negative health effects include but are not limited to sinus infection, asthma symptoms, pulmonary effects and other associated serious health effects. Please see the following “Summary of Sample Analysis Results” as well as the attached complete laboratory report for details regarding these sample results. Other mold spores were present in this property.

Toxic Mold Health Effects Information:

“Oscillatoria/Cyanobacteria” produces toxins that are harmful to humans, these toxins can cause allergic reactions like asthma, eye irritations, rashes and other related negative health effects. Exposure symptoms include headaches, nausea, fever, sore throat, dizziness, stomach cramps, diarrhea, abdominal pain and other symptoms. Source EPA.

Chaetomium are reported to be the third most common indoor fungal contaminant and are also found in soil, air and plant debris (Pieckova, 2003; Zhang et al., 2012). Exposure to *Chaetomium* is through breaks or wounds in the skin and after corneal trauma. Inhalation is another route of exposure because *Chaetomium* species produce spores. Infections beyond the site of contact (systemic effects), *Chaetomium* infection in the sinuses was found in a patient who was being treated for pain and excessive secretion from her sinuses.

Chaetomium species are opportunistic pathogens, and patients with impaired immunity are susceptible to infection by *Chaetomium*. Infection is believed to be a result of direct inoculation and then spread hematogenously or disseminated through the blood stream.

Invasive *Chaetomium* infections have been reported in the brain and the lung (Barron et al., 2003). An additional case study reported patients who had an infection of the myocardium in addition to the brain and lung (Hubka et al., 2011).

Stachybotrys produces a number of toxic metabolites called mycotoxins. The most important among these are trichothecenes (including satratoxins), atronone, stachylysin, hemolysin, proteinases (particularly stachyrase A), glucans, and spirocyclic drimanes (Pestka et al., 2008).

A wide range of symptoms, particularly chronic respiratory symptoms, as well as eye and skin irritation and neurological symptoms, such as fatigue, headaches and dizziness, have been attributed to *Stachybotrys* exposure in numerous reports. Collectively, these symptoms are sometimes referred to as damp building related illnesses (DBRI). Other symptoms reported to be associated with exposure to *Stachybotrys* in contaminated straw include dyspnea, shortness of breath, sore throat, nose bleeds, “burning” ocular pain, periorbital edema, weakness, and exhaustion (EPA, 2004),

The building’s interior areas are in a state of elevated fungal ecology at the time of inspection; professional remediation efforts are highly recommended in order to prevent the building’s interior areas from establishing even mold spore colonies that could significantly increase negative health effects to its inhabitants.

A satisfactory mold clearance inspection consists of satisfactory visual observations that suspected visible microbial growth is not present inside the subject property, no active source of moisture is identified, and air sample results are positively evaluated by comparing the total indoor counts with the exterior or reference counts and then comparing the species types (genus) of microbial spores identified inside versus outside. Interior total levels as well as any one or more interior individual genera should be the same or lower than exterior levels and the types of spores identified indoors should be similar in nature to the types of spores found outdoors.

We recommend review of the entire AEML Inc., laboratory report attached in addition to this Limited Mold and Moisture Assessment.

This inspection is limited to visual observations of exposed surfaces and the interpretations of the laboratory results only. There are no intrusive or destructive methods used to observe hidden areas such as wall cavities, ceiling cavities and certain components that are not accessible. Although thorough attempts are made to identify all potential problems that may contribute to mold growth, there is always a possibility that hidden mold growth may be present. This includes non-viable mold that may be present from a prior moisture event that has dried out and is no longer detectable.

The following remedial recommendations are made to the subject areas:

- **Recommendations & Remediation**

THIS SECTION IS ALSO KNOWN AS "THE PROTOCOL" AND IS SPECIFICALLY WRITTEN AS A GUIDANCE FOR THE REMEDIATION CONTRACTOR

The remediation activities shall comply with this Mold Remediation Protocol, where applicable, regulations of the New York City Department of Health Guidelines on *Assessment and Remediation of Fungi in Indoor Environments*, Institute of Inspection, Cleaning and Restoration Certificate (IICRC) S520 and the E.P.A. Guidelines for Mold and the US Occupational Safety and Health Administration (OSHA), and any other applicable state or local regulations. Whenever there is a conflict or overlap among or between the above references, the most stringent provisions shall apply.

- Remedy apparent moisture source at the following areas:
- Obtain consistent clean and filtered A/C system air quality throughout the affected areas of the building.
- Isolate all HVAC components throughout the affected area prior to any repair or remediation activities. All HVAC equipment in or passing through any containment area shall be shut down, and preventative measures taken to prevent accidental start-ups. All intake and exhaust openings shall be sealed with at least one (1) layer of 6-mil polyethylene sheeting. The seals shall be installed in such a manner as to guarantee that the seals shall remain in place for the duration of the project.
- Full **containment* with an air lock chamber**, of the areas surrounding the remediated area, including negative pressurization of the work area with HEPA filtered air scrubbers is required for the following areas:

Movable Objects – All movable objects (furniture, pictures, accessories, and free-standing shelving) shall be cleaned and removed from the containment area(s) as specified in the scope of work.

- Upon adequate containment isolation, begin removal of the affected drywall/wallboard/plaster, wood framing, baseboards, etc. going two feet beyond any visible mold and/or moisture damage.
- **In the event additional areas of contamination are identified, contact the assessor immediately for re-assessment (Manny Cordoves 786-325-6699).**
- Additionally, any exposed drywall board, insulation, AC conduits and aluminum/wood studs that are affected should be removed.
- Conduct a visual inspection on any wood/metal framing materials present and if they are affected removal should occur.

Remediation Recommendations:

The Dispatch Lobby: We are recommending that the exterior facing lower partition walls be removed, the open walls needs to be weather sealed on the inside and the outside to prevent moisture penetrations. The AC air return and registers need to be removed and the wall connections need to be inspected, if the opening and AC connection ducts are found to show mold spores present, they are to be removed. The initial scope of work will be reviewed by the remediator. Additional demolition work may be needs, additional AC delivery and return air work and modifications may be needed.

Toxic mold was present. * Bacteria was present.

The Police Dispatch Desk, Police Back Room and Police Storage Facilities: These interior offices and storage areas are showing **excessive** amounts of **allergen type mold spores** present in the air, on working surfaces and equipment. All interior ceiling, wall and flooring surfaces will need to be decontaminated with industry standard antimicrobials, all office equipment and police department equipment will need to be individually decontaminated. All interior ceilings, walls and flooring surfaces will have a complete fogging. The interior areas will have air scrubbers run for a period of 24 to 48 hours to ensure airborne mold spores are removed.

Allergen type mold spores present.

First Floor Dispatch HVAC System: The dispatch AC air handler unit located in the main hallway will need to have a professional remediation company do a complete major service and cleaning to the system, visible mold spores are seen at the AC return and AC plenum areas. This service will include but will not be limited to evaporator coils removal and wash, air handler blower cleaning and decontamination, AC ducts cleaning and decontamination. All AC air handler and AC components will receive complete cleaning to include antimicrobial solutions, stain removal/anti mold and mildew solutions, have a paint-based encapsulation product applied and the exposed areas will be fogged with mold killing agents. All AC registers and returns will receive similar decontamination processes. Please be advised that this AC system has received service in the recent past. We are recommending a system evaluation be done in order to determine what modifications are needed to improve the system's ability to lower relative humidity levels and improve indoor air quality.

An integrated dehumidification system is recommended.

Allergen type mold spores present.

City Hall Main Entry: This building entry is allowing unfiltered air to enter the building envelope, even though the amounts of mold spores that were captured are within established industry standards we are recommending that the city hall sliding door entry and the dispatch sliding door entry have air pressurization upgrades that would reduce the amount of outdoor air from accessing the buildings interior. Excessive positive or negative building air pressure can affect indoor air quality. **Allergen type mold spores present.**

Finance Dept., City Clerk's Office, City Manager's Office: These interior office spaces were showing low levels of captured mold spores in the air. Please note that the Finance Dept. AC register mold swab sample did show **elevated** amounts of allergen type mold spores present. We are recommending that all interior ceiling, wall and flooring surfaces be decontaminated with industry standard antimicrobials, all office equipment will need to be individually decontaminated. All interior ceilings, walls and flooring surfaces will have a complete antimicrobial fogging. The interior areas will have air scrubbers run for a period of 24 to 48 hours to ensure airborne mold spores are removed. All interior AC related mold spore removal recommendations will be included in the general AC mold removal recommendation section of this report. **Allergen type mold spores present.**

City Council Chambers (A) by members and (B) by Audience and the Procurement Dept: The council chamber (B) by the audience showed **elevated** allergen type mold spores present. The Procurement dept. was showing slightly elevated mold spores present in the air. Please note that the Finance Dept. AC register mold swab sample did show **elevated** amounts of allergen type mold spores present. All interior AC related mold spore removal recommendations will be included in the general AC mold removal recommendation section of this report.
Allergen type mold spores present.

Elevator Ground Level Door Opening: We conducted mold swab sampling around the interior elevator door opening. We found elevated amounts of allergen type mold spores present. We are recommending a complete swipe down and anti-microbial fogging of the elevator interior surfaces, in addition we are recommending that the elevator hoist way interior surfaces be treated with anti-microbial fogging solutions. **Allergen type mold spores present.**

City Clerk's office copy room: General interior anti-microbial fogging protocol procedures are recommended. **Hyphal Fragment type pre mold spores present.** * Bacteria was present.

Woman's Bathroom across the City Council Chambers: The woman's bathroom is showing the presence of elevated allergen type mold spores and **Toxic** mold spores present in the affected bathroom ceiling location. We are recommending that the bathroom ceiling be removed. The cause of the mold appears to be related to a plumbing or possible roof leak penetration that is occurring directly above the bathroom ceiling. **All moisture penetration repairs need to be done before final remediation protocol recommendations are made.** All interior ceilings, walls and flooring surfaces will have a complete antimicrobial fogging. The interior areas will have air scrubbers run for a period of 24 to 48 hours to ensure airborne mold spores are removed. All interior AC related mold spore removal recommendations will be included in the general AC mold removal recommendation section of this report. **Toxic and allergen type mold spores present.**

2nd Floor Hallway Drop Ceiling Tile: The ceiling tile area is showing the presence of significantly elevated allergen type mold spores present in the affected ceiling tile location. We are recommending that the ceiling tile area be removed to expose additional areas that may be affected. The cause of the mold appears to be related to a plumbing, AC condensation or possible roof leak penetrations that are occurring directly above the affected ceiling areas. **All moisture penetration repairs need to be done before final remediation protocol recommendations are made.** All interior ceilings, walls and flooring surfaces will have a complete antimicrobial fogging. The interior areas will have air scrubbers run for a period of 24 to 48 hours to ensure airborne mold spores are removed. All interior AC related mold spore removal recommendations will be included in the general AC mold removal recommendation section of this report. **Allergen type mold spores present.** * Bacteria was present.

Building Dept. (A) and (B) samples: The building departments back office area was showing **elevated allergen type mold spores present**, while the building departments counter areas were **not** showing evidence of elevated mold spores present in the air. Please note that the building departments plans storage room was showing **significant amounts of allergen type mold spores present.** We are recommending that all interior ceiling, wall and flooring surfaces be decontaminated with industry standard antimicrobials, all office equipment will need to be individually decontaminated. All interior ceilings, walls and flooring surfaces will have a complete antimicrobial fogging. Interior areas will have air scrubbers run for a period of 24 to 48 hours to ensure airborne mold spores are removed. All interior AC related mold spore removal recommendations will be included in the general AC mold removal recommendation section of this report. **Allergen type mold spores present.** * Bacteria was present.

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The 2nd Floor AC return Interior: This AC return is located at the hallway adjacent to the Council Chambers audience entry door. This mold swab sample was showing **allergen type** mold spores and **Toxic type** mold spores. The interior return box insulation will have to be removed, after removal we are recommending using decontamination solutions, antimicrobial solutions, stain removal/anti mold and mildew solutions, have a paint-based encapsulation product applied and the exposed areas will be fogged with mold killing agents. Additional recommendations will be included in the HVAC recommendation section of this report. **Toxic and allergen type mold spores present.** *
Bacteria was present.

Police Dept. (A), Police Dept. Detective Bureau (B), Police Department (C) Chief of Police: The 2nd floor police department general meeting room, this location is **not** showing any significant amounts of elevated mold spores present. The police department detective's bureau **is** showing elevated allergen type mold spores present in the air. The police department chief of police location is showing **slightly elevated** mold spores present in the air. We are recommending that all interior ceiling, wall and flooring surfaces be decontaminated with industry standard antimicrobials, all office equipment will need to be individually decontaminated. All interior ceilings, walls and flooring surfaces will have a complete antimicrobial fogging. Interior areas will have air scrubbers run for a period of 24 to 48 hours to ensure airborne mold spores are removed. All interior AC related mold spore removal recommendations will be included in the general AC mold removal recommendation section of this report. **Allergen type mold spores present.**

Police Dept. 2nd floor locker room AC register: This location was showing the presence of significant amounts of allergen type mold spores. We are recommending that all interior ceiling, wall and flooring surfaces be decontaminated with industry standard antimicrobials, all office equipment will need to be individually decontaminated. All interior ceilings, walls and flooring surfaces will have a complete antimicrobial fogging. Interior areas will have air scrubbers run for a period of 24 to 48 hours to ensure airborne mold spores are removed. All interior AC related mold spore removal recommendations will be included in the general AC mold removal recommendation section of this report. **Allergen type mold spores present.**

*Please be advised that additional mold may be present behind and/or adjacent to areas described above, those areas will need to be evaluated by the remediator, if mold spores are present on these surfaces and the mold cannot be removed those surfaces may need to be encapsulated. **Other related components:** those components include but are not limited to cabinets, flooring, doors, door molding, baseboards, wall tiles and other accessories. These additional locations need to be treated with industry standard antimicrobial solutions and/or other mold removal procedures.*

The buildings HVAC delivery and return systems need to be reviewed by a licensed and insured HVAC contractor that should assist in the coordination of related AC mold removal processes. The AC air handler units located in drop ceiling locations will have to be exposed and reviewed by an HVAC professional prior to being decontaminated. All available AC delivery and return components need to be reviewed and evaluated by a HVAC professional for possible replacement and modification. The HVAC professional should evaluate the building ability to lower interior relative humidity levels. We are recommending system installed dehumidifiers to assist in lowering interior relative humidity levels.

All HVAC systems will need to be decontaminated. These services will include but will not be limited to evaporator coils removal and wash, air handler blower cleaning and decontamination, AC ducts cleaning and decontamination. All AC air handler and AC components will receive complete cleaning to include antimicrobial solutions, stain removal/anti mold and mildew solutions, have a paint-based encapsulation product applied and the exposed areas will be fogged with mold killing agents. All AC registers and returns will receive similar decontamination processes.

All general interior remediated locations outside of the specific areas mentioned will have air scrubbers run for a period of 24 to 48 hours and use industry standard anti-microbial solutions, these solutions will include fogging solutions that kill mold on contact. Other antimicrobial solutions may be needed and will be used at the remediator's discretion. The remediator may need to set up containment areas to prevent cross contamination.

- **Any affected materials that are not removed**, due to structural concerns or materials adjacent to affected materials that have been removed, shall be sanded, scrubbed, and micro-cleaned with a detergent solution if mold substances cannot be completely removed then they shall be encapsulated.
- **Place ample dehumidification equipment** within the containment areas and clean storage areas to maintain relative humidity at 50% (+/-5%) during the remediation process. Dehumidification should allow for <14% moisture in all construction materials.
- **Air scrubbing** is required in the containment areas noted above, along with HEPA vacuum and damp wipe all the surfaces, furniture and contents and micro- cleaning with antimicrobial agents. Distribute and isolate all air filtration devices throughout the affected areas. Ensure during the project that no old, contaminated or incorrectly installed filters are used to minimize post remediation testing failures or potentially cross contaminating other areas of the residence.
- **Cleaning of the HVAC system AHU** evaporator coils, blower compartment, fan, housing, supply plenum, ducting, and vents are recommended.
- Micro-cleaning of all areas where remediation occurs is recommended.
- All remediation should be performed by a Florida Licensed Mold Remediator.
- The Air handler, along with the ducts and plenums should be addressed by a licensed HVAC contractor, following the *"National Air Duct Cleaners Association"* – ACR, 2006 addition: "Assessment, Cleaning & Restoration of HVAC Systems" or the latest guidelines established by *"The American Society of heating, Refrigeration and Air-Conditioning Engineers"*.
- Continued monitoring of areas for moisture issues is recommended.
- **A mold clearance should be obtained upon completion of the remediation efforts to determine its success and post remediation clearance. Contact Manny Cordoves at 786-325-6699 for final mold clearance testing.**

Containment Protocol:

- The containment must be built using polyethylene sheeting of 6-mil thickness that is clear or opaque and moisture resistant duct tape and spray on glue capable of continuously sealing polyethylene through project's remediation duration.
- The designated onsite clean storage area must be outside.
- PVC or wood supporting frames shall be utilized to ensure that the containments remain intact during the entire remediation and post-remediation procedures.
- Polyethylene bags of 6-mil thickness such as those used for asbestos-containing waste.
- A wet-vacuum cleaner and HEPA-filtered vacuum cleaner. All areas should be cleaned, and sanitized, and new filters installed prior to beginning the project. All filters shall be disposed of as contaminated waste material at the end of this project.
- Remove all contents from the affected areas that will be contained. All applicable contents must be HEPA vacuumed and damp wiped with a mild detergent solution prior to removal. In the event some contents cannot be removed e.g. large furnishings ensure they have been cleaned properly and are sealed with polyethylene sheeting of 6-mil thickness. Electronic equipment should be HEPA vacuumed only.
- Ground Fault Circuit Interrupters (GFCI) to be used on all electrical equipment within the containment.
- Air Filtration devices with HEPA filtration and in a sufficient number to provide a negative pressure between the containment and outside areas shall be operated continuously from the time containment is established through the time all demolition is completed.
- Once all the affected materials have been removed, we will use a HEPA vacuum to remove remaining dust and debris from the containment areas. Additionally, wipe down the interior of the containment to remove any matter that may statically bind to the walls of the containment.

We hope this information assists you. Please do not hesitate to contact us if you have any further questions regarding this matter or if we may be of any further assistance. Thank you again for this opportunity to serve you.

The above report is a summary of home's conditions at the time of inspection. Precise Home Inspection Services, LLC. and their representatives will not be held liable for any assumptions made based on these findings. As a routine matter, to avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure. This is not a complete inspection of all systems or components of the residence and this inspection issues no warranty or guarantee for any part of the subject structure or systems. Conditions inside wall cavities are not visible and should be considered as unknown.

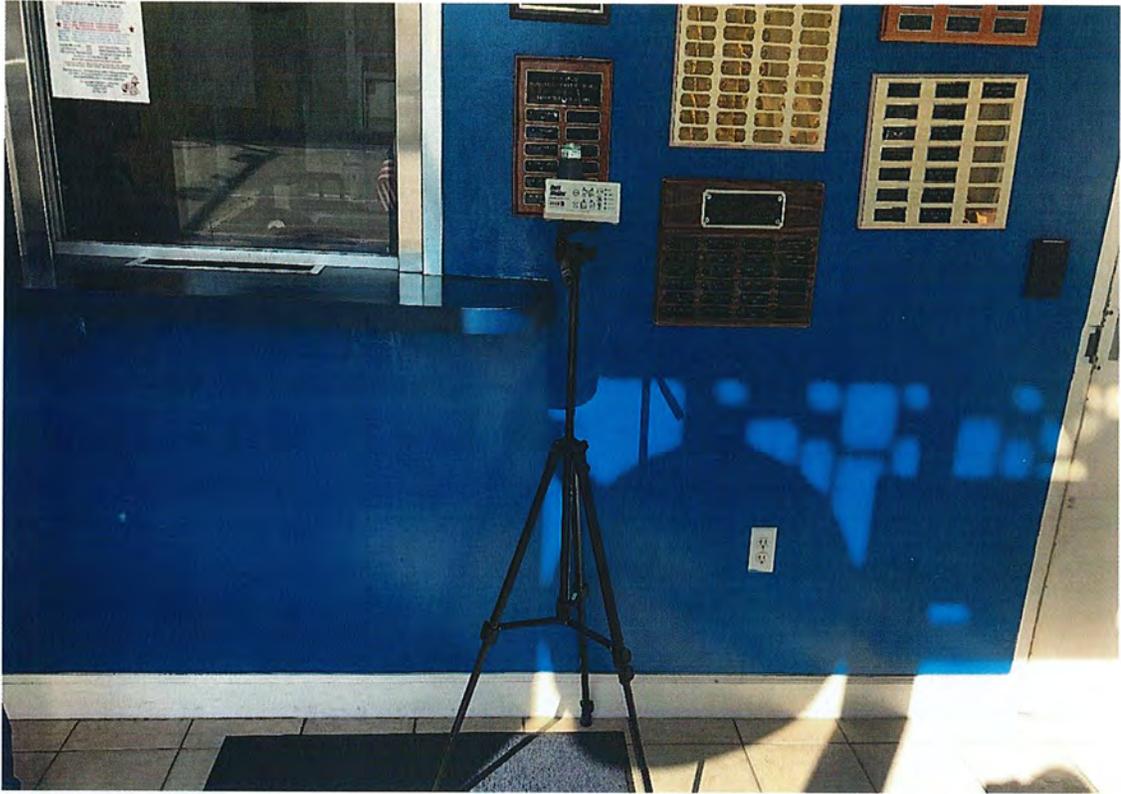
Sincerely,

Precise Home Inspection Services

Manny Cordoves

Manny Cordoves, MRSA
Florida Licensed Mold Assessor -
MRSA2064 Florida Licensed Home
Inspector – HI1257





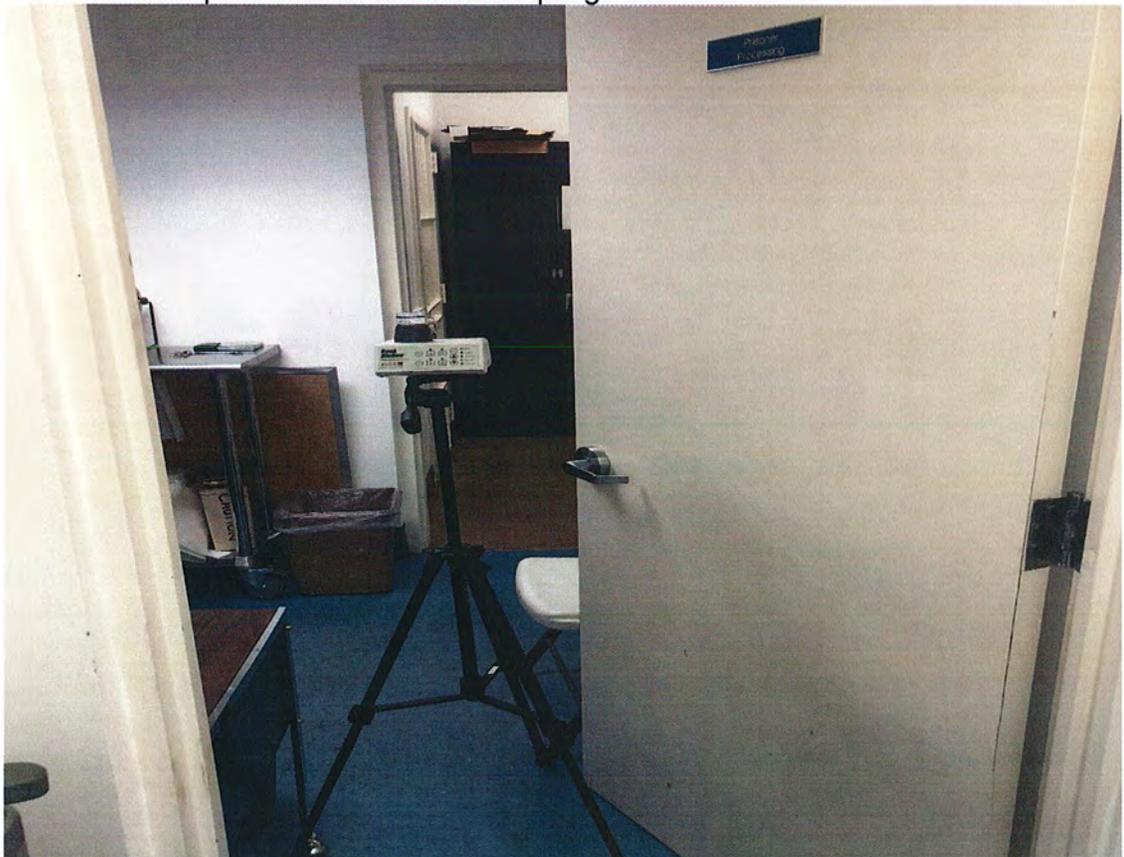
View of the dispatch lobby mold air sampling location.



View of the dispatch wall mold swab sampling location.



View of the dispatch desk mold air sampling location.



View of the dispatch backroom (processing) mold air sampling location.



View of the police dispatch storage room.



Dispatch police storage room, visible mold present on police equipment.



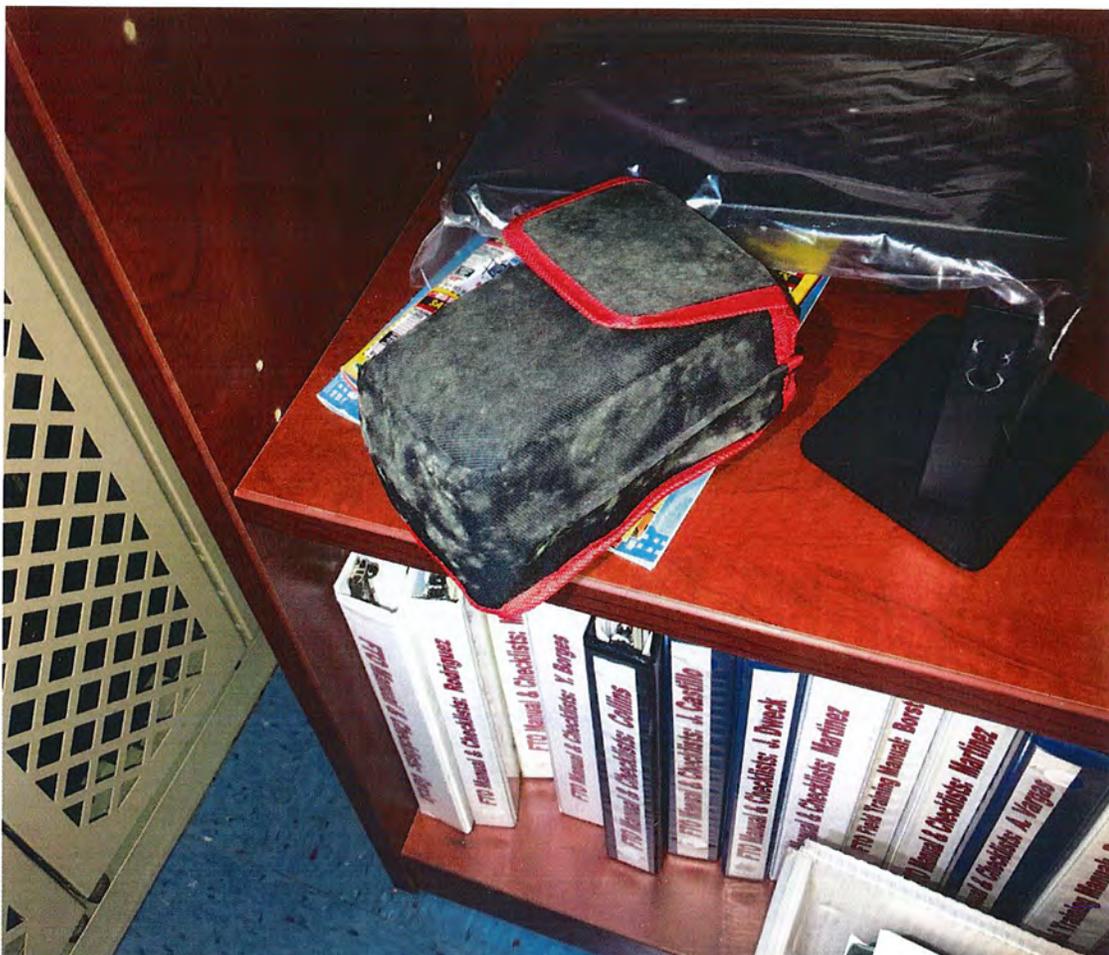
Visible mold spores present at the dispatch police storage AC register.



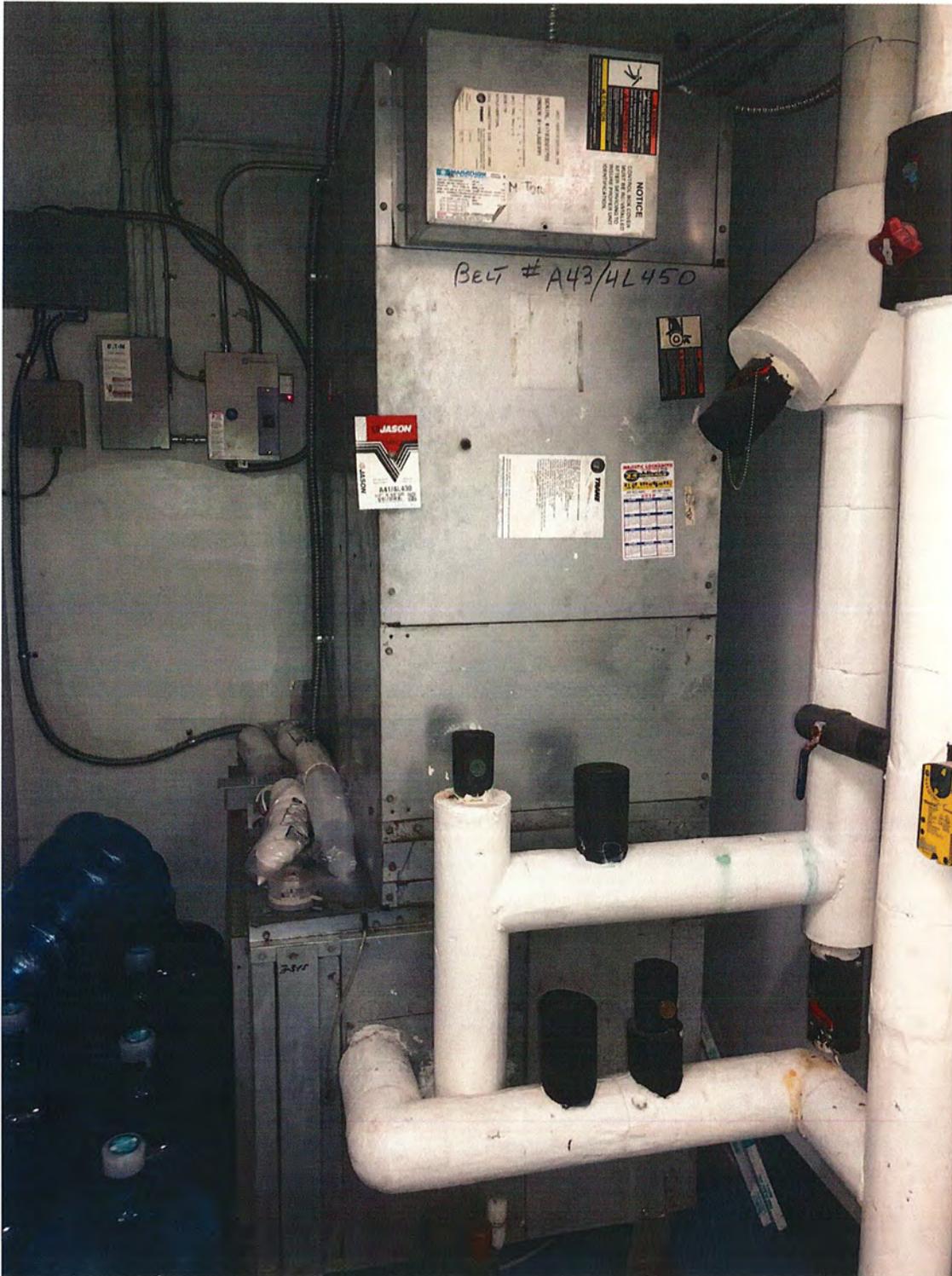
View of the dispatch police storage room mold swab sampling.



Lieutenants office located in the dispatch area.



Police equipment showing mold spores, equipment located in the Lieutenants office. Dispatch location.



AC unit located in the dispatch department.



Dispatch AC plenum is showing mold spores present.



Dispatch AC evaporator coils are showing mold spores present.



View of the finance department.



Finance department air sampling location.



Finance department mold swab sampling location.



The elevator at the ground floor.



The elevator mold swab sampling location.



View of the city clerk's office mold air sampling location.



The clerk's office copy room mold swab sampling area.



View of the city managers mold air sampling location.



View of the council chambers.



View of the mold air sampling taken at the city council members location.



View of the mold air sampling taken at the city council audience location.



View of the mold air sampling taken at the procurement dept.
V



View of the 2nd floor hallway AC return interior area.



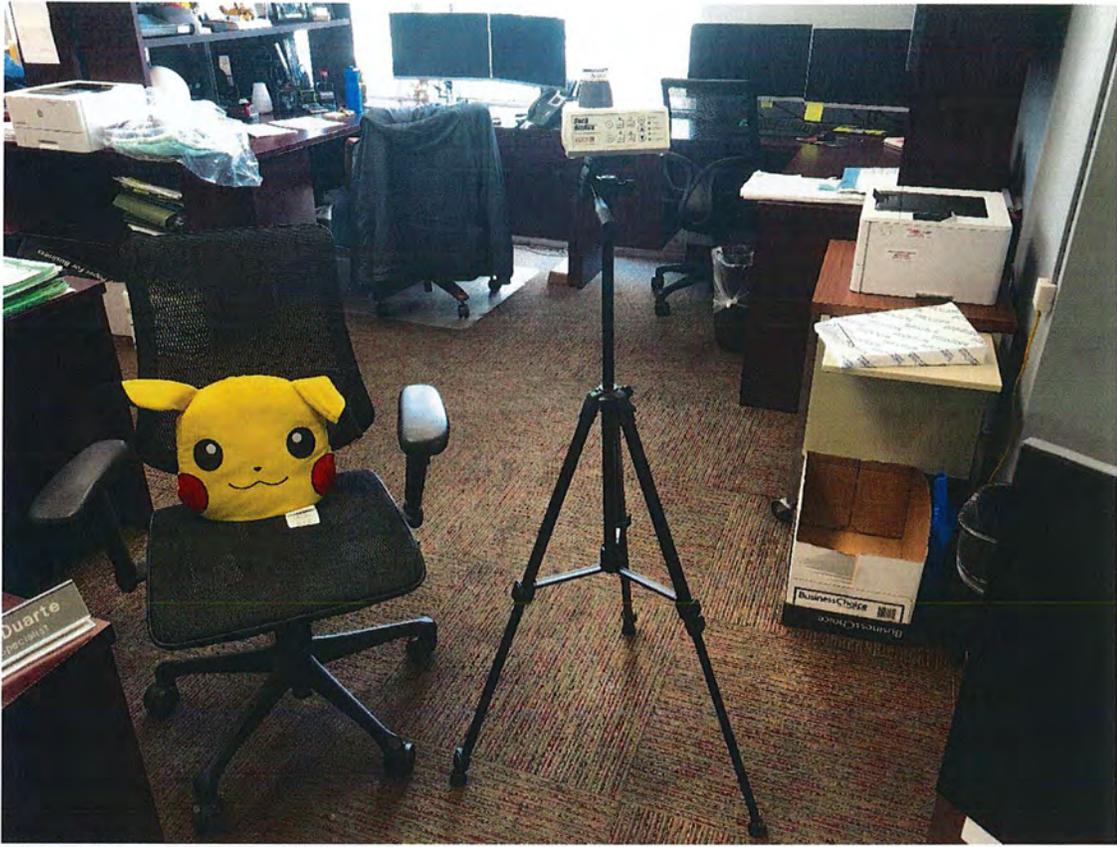
View of mold swab sampling of the 2nd floor AC return interior.



View of the mold swab sampling taken at womens bathroom located across the council members chambers.



View of the mold swab sample taken at the 2nd floor drop ceiling location.



View of the building department back office area mold air sampling location.



View of the building department counter area mold air sampling location.



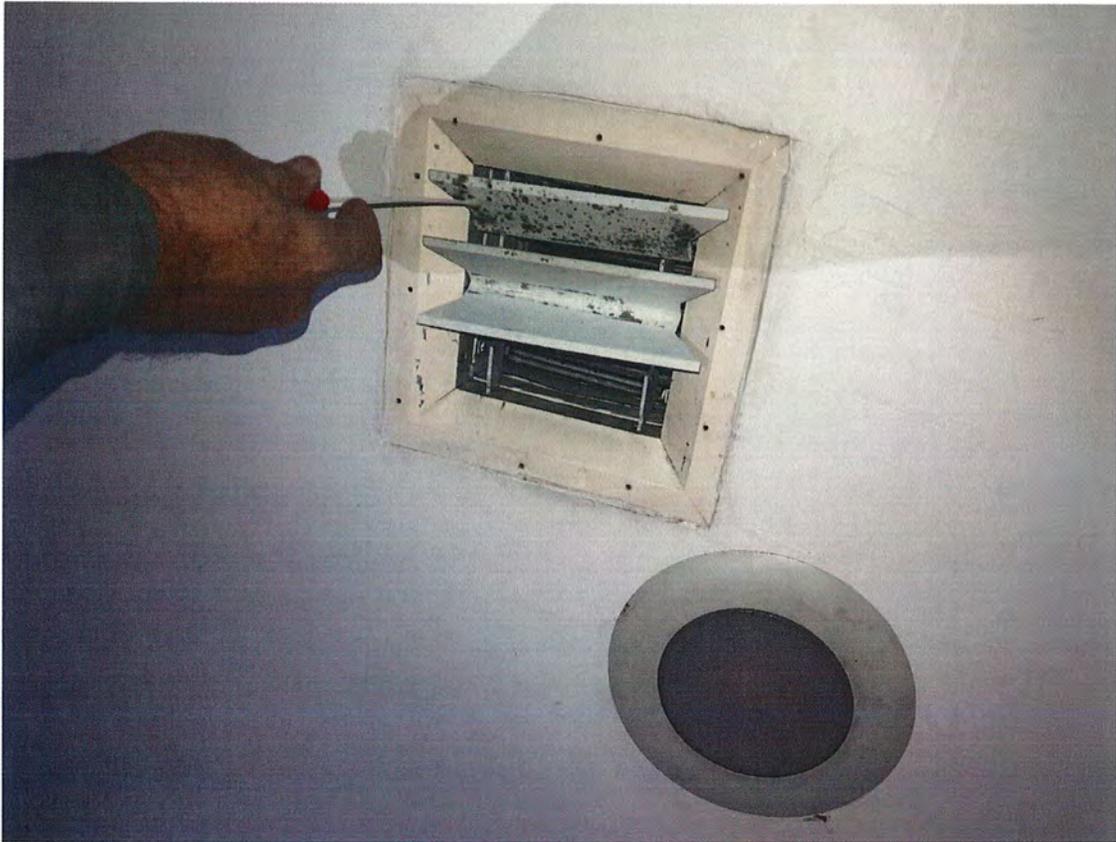
View of the building department plans storage area.



View of the building department plans storage room mold swab sampling location.



View of the police department 2nd floor locker room.



View of the police department 2nd floor locker room AC register mold swab sampling location.



View of the 2nd floor police offices mold air sampling location.



View of the 2nd floor police detective bureau mold air sampling location.



View of the 2nd floor Police Chief area mold air sampling location.

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Project: City of Miami Springs 201 Westward Dr, Miami Springs
 33166 20-902 City Hall Bldg
Batch: 255021
Sampled: 2/29/2020
Received: 3/3/2020
Analysis Date: 3/3/2020
Report Date: 3/3/2020

AEML Test: S001 Swab Analysis

Sample ID:	255021-17	255021-18*	255021-19*	255021-20*
Client Sample ID:	Dispatch Lobby Lower Wall	Police Locker Rm 2nd FL AC Reg	Dispatch Police Storage Room	Finance Dept A/C Register
Area Swabbed (cm ²):	6.45	6.45	6.45	6.45
Media:	Swab	Swab	Swab	Swab
Sample Analysis:	Analyzed at 600X Magnification			

Spore Types	Raw Count	Count/cm ²	%	Raw Count	Count/cm ²	%	Raw Count	Count/cm ²	%	Raw Count	Count/cm ²	%
Alternaria	—	—	—	—	—	—	—	—	—	—	—	—
Arthrinium	—	—	—	—	—	—	—	—	—	—	—	—
Ascospores	—	—	—	—	—	—	—	—	—	—	—	—
Aspergillus/Penicillium-Like	—	—	—	—	—	—	—	—	—	—	—	—
Basidiospores	—	—	—	—	—	—	—	—	—	—	—	—
Bipolaris/Dreschlera	—	—	—	—	—	—	—	—	—	—	—	—
Botrytis	—	—	—	—	—	—	—	—	—	—	—	—
Chaetomium	—	—	—	—	—	—	—	—	—	—	—	—
Cladosporium	—	—	—	21,195	131,442	100	20,018	124,143	100	892	5,532	100
Curvularia	—	—	—	—	—	—	—	—	—	—	—	—
Epicoccum	—	—	—	—	—	—	—	—	—	—	—	—
Fusarium	—	—	—	—	—	—	—	—	—	—	—	—
Ganoderma	—	—	—	—	—	—	—	—	—	—	—	—
Memnoniella	—	—	—	—	—	—	—	—	—	—	—	—
Nigrospora	—	—	—	—	—	—	—	—	—	—	—	—
Oidium/Peronospora	—	—	—	—	—	—	—	—	—	—	—	—
Pithomyces	—	—	—	—	—	—	—	—	—	—	—	—
Rust	—	—	—	—	—	—	—	—	—	—	—	—
Smut/Myxomyces/Periconia	—	—	—	—	—	—	—	—	—	—	—	—
Stachybotrys	109,508	679,119	100	—	—	—	—	—	—	—	—	—
Torula	—	—	—	—	—	—	—	—	—	—	—	—
Ulocladium	—	—	—	—	—	—	—	—	—	—	—	—
Unidentified Spores	—	—	—	—	—	—	—	—	—	—	—	—
Total Spores	109,508	679,119		21,195	131,442		20,018	124,143		892	5,532	
Hyphal Fragments	11,775	73,023		5,016	31,107		3,580	22,202		156	967	
Detection Limit		73			73			73			12	

* Bacteria Present.

Joshua Krinsky
 Joshua Krinsky
 Technical Director

Results submitted pertain only to the samples as presented on the accompanying Chain of Custody.
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 33166 20-902 City Hall Bldg
Batch: 255021
Sampled: 2/29/2020
Received: 3/3/2020
Analysis Date: 3/3/2020
Report Date: 3/3/2020

AEML Test: S001 Swab Analysis

Sample ID:	255021-21	255021-22*	255021-23	255021-24*
Client Sample ID:	Elevator G Lvl @ Door Opening	Copy Rm City Clerks Ofc AC Reg	Wmns Bath Across Council Chmbr	2nd FL Hall Drop Ceiling Tile
Area Swabbed (cm ²):	6.45	6.45	6.45	6.45
Media:	Swab	Swab	Swab	Swab
Sample Analysis:	Analyzed at 600X Magnification			

Spore Types	Raw Count	Count/cm ²	%	Raw Count	Count/cm ²	%	Raw Count	Count/cm ²	%	Raw Count	Count/cm ²	%
Alternaria	—	—	—	—	—	—	—	—	—	—	—	—
Arthrinium	—	—	—	—	—	—	—	—	—	—	—	—
Ascospores	—	—	—	—	—	—	—	—	—	—	—	—
Aspergillus/Penicillium-Like	616	3,820	100	—	—	—	11,186	69,371	99	—	—	—
Basidiospores	—	—	—	—	—	—	—	—	—	—	—	—
Bipolaris/Dreschlera	—	—	—	—	—	—	—	—	—	—	—	—
Botrytis	—	—	—	—	—	—	—	—	—	—	—	—
Chaetomium	—	—	—	—	—	—	—	—	—	—	—	—
Cladosporium	—	—	—	—	—	—	24	149	<1	52,988	328,608	100
Curvularia	—	—	—	—	—	—	—	—	—	—	—	—
Epicoccum	—	—	—	—	—	—	—	—	—	—	—	—
Fusarium	—	—	—	—	—	—	—	—	—	—	—	—
Ganoderma	—	—	—	—	—	—	—	—	—	—	—	—
Memnoniella	—	—	—	—	—	—	—	—	—	—	—	—
Nigrospora	—	—	—	—	—	—	—	—	—	—	—	—
Oidium/Peronospora	—	—	—	—	—	—	—	—	—	—	—	—
Pithomyces	—	—	—	—	—	—	—	—	—	—	—	—
Rust	—	—	—	—	—	—	—	—	—	—	—	—
Smut/Myxomyces/Periconia	—	—	—	—	—	—	—	—	—	—	—	—
Stachybotrys	—	—	—	—	—	—	59	366	1	—	—	—
Torula	—	—	—	—	—	—	—	—	—	—	—	—
Ulocladium	—	—	—	—	—	—	—	—	—	—	—	—
Unidentified Spores	—	—	—	—	—	—	—	—	—	—	—	—
Total Spores	616	3,820		0	0		11,269	69,885		52,988	328,608	
Hyphal Fragments	—	—	—	2	12	—	12	74	—	27,082	167,950	—
Detection Limit		12	—		12	—		73	—		73	—

* Bacteria Present.

Joshua Krinsky
 Joshua Krinsky
 Technical Director

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 33166 20-902 City Hall Bldg
Batch: 255021
Sampled: 2/29/2020
Received: 3/3/2020
Analysis Date: 3/3/2020
Report Date: 3/3/2020

AEML Test: S001 Swab Analysis

Sample ID:	255021-25*	255021-26*
Client Sample ID:	Bldg Dept Plans Rm AC Register	2nd FL Hall AC Return Interior
Area Swabbed (cm²):	6.45	6.45
Media:	Swab	Swab
Sample Analysis:	Analyzed at 600X Magnification	Analyzed at 600X Magnification

Spore Types	Raw Count	Count/cm ²	%	Raw Count	Count/cm ²	%
Alternaria	—	—	—	—	—	—
Arthrinium	—	—	—	—	—	—
Ascospores	—	—	—	—	—	—
Aspergillus/Penicillium-Like	—	—	—	—	—	—
Basidiospores	—	—	—	—	—	—
Bipolaris/Dreschlera	—	—	—	—	—	—
Botrytis	—	—	—	—	—	—
Chaetomium	—	—	—	12	74	60
Cladosporium	8,478	52,577	100	4	25	20
Curvularia	—	—	—	—	—	—
Epicoccum	—	—	—	—	—	—
Fusarium	—	—	—	—	—	—
Ganoderma	—	—	—	—	—	—
Memnoniella	—	—	—	—	—	—
Nigrospora	—	—	—	—	—	—
Oidium/Peronospora	—	—	—	—	—	—
Pithomyces	—	—	—	—	—	—
Rust	—	—	—	—	—	—
Smut/Myxomyces/Periconia	—	—	—	4	25	20
Stachybotrys	—	—	—	—	—	—
Torula	—	—	—	—	—	—
Ulocladium	—	—	—	—	—	—
Unidentified Spores	—	—	—	—	—	—
Total Spores	8,478	52,577		20	124	
Hyphal Fragments	18,840	116,837		6	37	
Detection Limit		73			12	

* Bacteria Present.

Joshua Krinsky
 Joshua Krinsky
 Technical Director

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 33166 20-902 City Hall Bldg
Batch: 255021

Sampled: 2/29/2020
Received: 3/3/2020
Analysis Date: 3/3/2020
Report Date: 3/3/2020

AEML Test: A001 Spore Trap Analysis

Sample ID:	255021-01	255021-02	255021-03	255021-04
Client Sample ID:	Dispatch Lobby	Dispatch Desk Area	Dispatch Back Room Processing	City Hall Lobby
Volume Sampled (L):	75	75	75	75
Media:	Allergenco D	Allergenco D	Allergenco D	Allergenco D
Percent of Trace Analyzed:	100% at 600X Magnification	100% at 600X Magnification	100% at 600X Magnification	100% at 600X Magnification

Spore Types	Raw Count	Count/m ³	%	Raw Count	Count/m ³	%	Raw Count	Count/m ³	%	Raw Count	Count/m ³	%
Alternaria	—	—	—	—	—	—	—	—	—	—	—	—
Arthrinium	—	—	—	—	—	—	—	—	—	—	—	—
Ascospores	—	—	—	—	—	—	—	—	—	2	27	29
Aspergillus/Penicillium-Like	91	1,213	90	253	3,373	100	294	3,920	100	1	13	14
Basidiospores	1	13	1	—	—	—	—	—	—	4	53	57
Bipolaris/Dreschlera	2	27	2	—	—	—	—	—	—	—	—	—
Botrytis	—	—	—	—	—	—	—	—	—	—	—	—
Chaetomium	—	—	—	—	—	—	—	—	—	—	—	—
Cladosporium	—	—	—	—	—	—	—	—	—	—	—	—
Curvularia	4	53	4	—	—	—	—	—	—	—	—	—
Epicoccum	—	—	—	—	—	—	—	—	—	—	—	—
Fusarium	—	—	—	—	—	—	—	—	—	—	—	—
Ganoderma	—	—	—	—	—	—	—	—	—	—	—	—
Memmoniella	—	—	—	—	—	—	—	—	—	—	—	—
Nigrospora	—	—	—	—	—	—	1	13	<1	—	—	—
Oidium/Peronospora	—	—	—	—	—	—	—	—	—	—	—	—
Oscillatoria	1	13	1	—	—	—	—	—	—	—	—	—
Pithomyces	—	—	—	—	—	—	—	—	—	—	—	—
Rust	—	—	—	—	—	—	—	—	—	—	—	—
Smut/Myxomyces/Periconia	2	27	2	—	—	—	—	—	—	—	—	—
Stachybotrys	—	—	—	—	—	—	—	—	—	—	—	—
Torula	—	—	—	—	—	—	—	—	—	—	—	—
Ulocladium	—	—	—	—	—	—	—	—	—	—	—	—
Unidentified Spores	—	—	—	—	—	—	—	—	—	—	—	—
Total Spores	101	1,347		253	3,373		295	3,933		7	93	
Hyphal Fragments	1	13		3	40		—	—		1	13	
Pollen	3	40		—	—		—	—		3	40	
Debris Rating	3			3			2			3		
Detection Limit	13			13			13			13		

Joshua Krinsky
 Joshua Krinsky
 Technical Director

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Project: City of Miami Springs 201 Westward Dr, Miami Springs
 33166 20-902 City Hall Bldg
Batch: 255021
Sampled: 2/29/2020
Received: 3/3/2020
Analysis Date: 3/3/2020
Report Date: 3/3/2020

AEML Test: A001 Spore Trap Analysis

Sample ID:	255021-05	255021-06	255021-07	255021-08
Client Sample ID:	Finance Dept	City Clerk's Office	City Manager Office	Council Chambers A by Members
Volume Sampled (L):	75	75	75	75
Media:	Allergenco D	Allergenco D	Allergenco D	Allergenco D
Percent of Trace Analyzed:	100% at 600X Magnification			

Spore Types	Raw Count	Count/m ³	%	Raw Count	Count/m ³	%	Raw Count	Count/m ³	%	Raw Count	Count/m ³	%
Alternaria	—	—	—	—	—	—	—	—	—	—	—	—
Arthrinium	—	—	—	—	—	—	—	—	—	—	—	—
Ascospores	—	—	—	—	—	—	—	—	—	—	—	—
Aspergillus/Penicillium-Like	1	13	33	—	—	—	1	13	33	—	—	—
Basidiospores	—	—	—	—	—	—	1	13	33	—	—	—
Bipolaris/Dreschlera	—	—	—	—	—	—	—	—	—	—	—	—
Botrytis	—	—	—	—	—	—	—	—	—	—	—	—
Chaetomium	—	—	—	—	—	—	—	—	—	—	—	—
Cladosporium	—	—	—	—	—	—	—	—	—	—	—	—
Curvularia	—	—	—	—	—	—	—	—	—	—	—	—
Epicoccum	—	—	—	—	—	—	—	—	—	—	—	—
Fusarium	—	—	—	—	—	—	—	—	—	—	—	—
Ganoderma	—	—	—	—	—	—	—	—	—	—	—	—
Memnoniella	—	—	—	—	—	—	—	—	—	—	—	—
Nigrospora	—	—	—	—	—	—	—	—	—	—	—	—
Oidium/Peronospora	—	—	—	—	—	—	—	—	—	—	—	—
Oscillatoria	—	—	—	—	—	—	—	—	—	—	—	—
Pithomyces	—	—	—	—	—	—	—	—	—	—	—	—
Rust	—	—	—	—	—	—	—	—	—	—	—	—
Smut/Myxomyces/Periconia	2	27	67	—	—	—	1	13	33	—	—	—
Stachybotrys	—	—	—	—	—	—	—	—	—	—	—	—
Torula	—	—	—	—	—	—	—	—	—	—	—	—
Ulocladium	—	—	—	—	—	—	—	—	—	—	—	—
Unidentified Spores	—	—	—	—	—	—	—	—	—	—	—	—
Total Spores	3	40		0	0		3	40		0	0	
Hyphal Fragments	—	—	—	—	—	—	3	40	—	—	—	—
Pollen	—	—	—	—	—	—	—	—	—	—	—	—
Debris Rating	3			2			3			1		
Detection Limit	13			13			13			13		

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 Technical Director

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Project: City of Miami Springs 201 Westward Dr, Miami Springs
 33166 20-902 City Hall Bldg
Batch: 255021
Sampled: 2/29/2020
Received: 3/3/2020
Analysis Date: 3/3/2020
Report Date: 3/3/2020

AEML Test: A001 Spore Trap Analysis

Sample ID:	255021-09	255021-10	255021-11	255021-12
Client Sample ID:	Council Chambers B by Audience	Procurement Dept	Building Dept A	Building Dept B (Counter Area)
Volume Sampled (L):	75	75	75	75
Media:	Allergenco D	Allergenco D	Allergenco D	Allergenco D
Percent of Trace Analyzed:	100% at 600X Magnification	100% at 600X Magnification	100% at 600X Magnification	100% at 600X Magnification

Spore Types	Raw Count	Count/m ³	%									
Alternaria	—	—	—	—	—	—	—	—	—	—	—	—
Arthrinium	—	—	—	—	—	—	—	—	—	—	—	—
Ascospores	1	13	10	—	—	—	—	—	—	—	—	—
Aspergillus/Penicillium-Like	7	93	70	5	67	83	16	213	94	—	—	—
Basidiospores	—	—	—	—	—	—	—	—	—	1	13	50
Bipolaris/Dreschlera	—	—	—	—	—	—	—	—	—	—	—	—
Botrytis	—	—	—	—	—	—	—	—	—	—	—	—
Chaetomium	—	—	—	—	—	—	—	—	—	—	—	—
Cladosporium	—	—	—	—	—	—	1	13	6	—	—	—
Curvularia	1	13	10	1	13	17	—	—	—	—	—	—
Epicoccum	—	—	—	—	—	—	—	—	—	—	—	—
Fusarium	—	—	—	—	—	—	—	—	—	—	—	—
Ganoderma	—	—	—	—	—	—	—	—	—	—	—	—
Memnoniella	—	—	—	—	—	—	—	—	—	—	—	—
Nigrospora	—	—	—	—	—	—	—	—	—	—	—	—
Oidium/Peronospora	—	—	—	—	—	—	—	—	—	—	—	—
Oscillatoria	—	—	—	—	—	—	—	—	—	—	—	—
Pithomyces	1	13	10	—	—	—	—	—	—	—	—	—
Rust	—	—	—	—	—	—	—	—	—	—	—	—
Smut/Myxomyces/Periconia	—	—	—	—	—	—	—	—	—	1	13	50
Stachybotrys	—	—	—	—	—	—	—	—	—	—	—	—
Torula	—	—	—	—	—	—	—	—	—	—	—	—
Ulocladium	—	—	—	—	—	—	—	—	—	—	—	—
Unidentified Spores	—	—	—	—	—	—	—	—	—	—	—	—
Total Spores	10	133		6	80		17	227		2	27	
Hyphal Fragments	—	—	—	1	13	—	—	—	—	—	—	—
Pollen	1	13	—	1	13	—	—	—	—	1	13	—
Debris Rating	—	3	—	—	3	—	—	3	—	—	2	—
Detection Limit	—	13	—	—	13	—	—	13	—	—	13	—

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Project: City of Miami Springs 201 Westward Dr, Miami Springs
 33166 20-902 City Hall Bldg
Batch: 255021 **Sampled:** 2/29/2020
Received: 3/3/2020
Analysis Date: 3/3/2020
Report Date: 3/3/2020

AEML Test: A001 Spore Trap Analysis

Sample ID:	255021-13	255021-14	255021-15	255021-16
Client Sample ID:	Police Dept A (2nd Floor)	Police Dept B (2FL Det Bureau)	Police Dept C 2FL Chief of Pol	Outside Control
Volume Sampled (L):	75	75	75	75
Media:	Allergenco D	Allergenco D	Allergenco D	Allergenco D
Percent of Trace Analyzed:	100% at 600X Magnification	100% at 600X Magnification	100% at 600X Magnification	100% at 600X Magnification

Spore Types	Raw Count	Count/m ³	%									
Alternaria	1	13	33	—	—	—	—	—	—	1	13	25
Arthrinium	—	—	—	—	—	—	—	—	—	—	—	—
Ascospores	—	—	—	—	—	—	—	—	—	—	—	—
Aspergillus/Penicillium-Like	1	13	33	13	173	72	3	40	43	—	—	—
Basidiospores	—	—	—	—	—	—	1	13	14	1	13	25
Bipolaris/Dreschlera	—	—	—	—	—	—	1	13	14	—	—	—
Botrytis	—	—	—	—	—	—	—	—	—	—	—	—
Chaetomium	—	—	—	—	—	—	—	—	—	—	—	—
Cladosporium	1	13	33	4	53	22	1	13	14	—	—	—
Curvularia	—	—	—	1	13	6	1	13	14	—	—	—
Epicoccum	—	—	—	—	—	—	—	—	—	—	—	—
Fusarium	—	—	—	—	—	—	—	—	—	—	—	—
Ganoderma	—	—	—	—	—	—	—	—	—	—	—	—
Memnoniella	—	—	—	—	—	—	—	—	—	—	—	—
Nigrospora	—	—	—	—	—	—	—	—	—	—	—	—
Oidium/Peronospora	—	—	—	—	—	—	—	—	—	—	—	—
Oscillatoria	—	—	—	—	—	—	—	—	—	—	—	—
Pithomyces	—	—	—	—	—	—	—	—	—	—	—	—
Rust	—	—	—	—	—	—	—	—	—	—	—	—
Smut/Myxomyces/Periconia	—	—	—	—	—	—	—	—	—	2	27	50
Stachybotrys	—	—	—	—	—	—	—	—	—	—	—	—
Torula	—	—	—	—	—	—	—	—	—	—	—	—
Ulocladium	—	—	—	—	—	—	—	—	—	—	—	—
Unidentified Spores	—	—	—	—	—	—	—	—	—	—	—	—
Total Spores	3	40		18	240		7	93		4	53	
Hyphal Fragments	—	—	—	2	27	—	2	27	—	1	13	—
Pollen	—	—	—	—	—	—	—	—	—	5	67	—
Debris Rating	2	—	—	3	—	—	3	—	—	3	—	—
Detection Limit	13	—	—	13	—	—	13	—	—	13	—	—

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TERMS AND CONDITIONS OF REPORT

The inspection is furnished on an opinion only basis and is made solely for the information of the customer. NO WARRANTY OR GUARANTEE is made, nor does this report provide any assurance that items found acceptable will remain so for any period, nor do that additional defects do not exist. The inspection is not a compliance or certificate for past or present governmental or local codes and regulations. It does not include air or water quality or the presence or absence of asbestos or the type of insulation. Determining the presence or absence of safety glass, lead paint or any toxic or hazardous materials or substances, environmental hazards, rodents, insects or pests is beyond the scope and purpose of this inspection. Detached buildings are not inspected unless specifically included.

THIS INSPECTION, OR ANY, IS NOT PERFECT. SOME DEFECTS MAY NOT BE NOTED IN THIS REPORT. THE CUSTOMER SHOULD NOT EXPECT THE INSPECTOR TO FIND EVERY DEFECT.

This inspection is performed in accordance with the standards of practice of the American Society of Home Inspectors (ASHI). These guidelines are intended to provide the client with a better understanding of the property conditions as observed at the time of the inspection. Inspections performed in accordance with these standards are visual and are not technically exhaustive. The inspection is made to the extent reasonably possible, as many areas are not visible, or situations observable in the inspection period.

Soil conditions, geological stability, or engineering analysis are beyond the scope and purpose of this inspection, but not limited to toxins, carcinogens, noise, contaminants in soil, water and air, are beyond the scope and purpose of this inspection.

THE INSPECTION AND REPORT ARE NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED. THIS REPORT SHOULD BE USED ONLY AS A SUPPLEMENT TO THE SELLERS DISCLOSURE.



AGENDA MEMORANDUM

Meeting Date: 03/23/2020

To: The Honorable Mayor and Members of the City Council

From: William Alonso, City Manager

Subject: Recommendation to Approve Emergency Award: Contract with Guerrero/Gonzalez Engineers, Inc. for Mechanical Engineering Services

RECOMMENDATION:

Recommendation by the City Manager’s Office that Council waive the competitive bid process in the best interests of the City based on the results of the Mold Assessment Report dated March 3, 2020 and as detailed in my separate memo to council (attached), and approve an expenditure to Guerrero/Gonzalez Engineers, Inc. in an amount of \$10,000 for Mechanical Engineering Services, pursuant to the emergency procurement process under Section §31.11 (E)(6)(e) of the City Code. Subsequent to our March 23 meeting that was cancelled, the City also executed the attached contract with Guerrero/Gonzalez Engineers, Inc. so that work could commence. Staff also requests approval of the executed contract as part of this request.

DISCUSSION: As discussed in our memo to council and the Mold Assessment Report dated March 3, 2020, the ongoing mold issues at city hall are due to severe high moisture related to city hall operating in a “negative pressure” mode instead of “positive pressure”. This requires that a Mechanical Engineer evaluate our system and develop design plans in order to correct the problem.

FISCAL IMPACT: Funds would come from available fund balance

Submission Date and Time: 4/22/2020 1:00 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>City Manager</u>	Dept. Head: _____	Dept./ Desc.: <u>Public Works</u>
Prepared by: <u>William Alonso</u>	Procurement: _____	Account No.: <u>001-5405-541-46-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>-0-</u>
		Current request: \$ <u>\$10,000</u>
		Total vendor amount: \$ <u>\$10,000</u>

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
GUERRERO/GONZALEZ ENGINEERS, INC.**

THIS AGREEMENT (this "Agreement") is made effective as of the 18th day of March, 2020 (the "Effective Date"), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the "City"), and **GUERRERO/GONZALEZ ENGINEERS, INC.**, a Florida corporation (hereinafter, the "Consultant").

WHEREAS, pursuant to a Mold Assessment Report dated March 3, 2020, the City has identified a need to perform emergency remediation and repairs at City Hall located at 201 Westward Drive, Miami Springs, Florida 33166 (the "Project"); and

WHEREAS, the City needs construction design, drawings, and plans to be prepared for the Project; and

WHEREAS, the Consultant will perform services on behalf of the City, all as further set forth in the Proposal dated March 12, 2020, attached hereto as **Exhibit "A"** (the "Services"); and

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

1. Scope of Services.

- 1.1. Consultant shall provide the Services set forth in the Proposal attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Services").
- 1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the City.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be from the Effective Date through June 2nd, 2020 thereafter, unless earlier terminated in accordance with Paragraph 8.
- 2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Manager.

3. Compensation and Payment.

- 3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat rate, lump sum fee in the amount of \$10,000.00 (30% retainer and 70% at completion).
- 3.2. Consultant shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

4. Subconsultants.

- 4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion.

5. City's Responsibilities.

- 5.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2. Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

- 6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform

the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. **Conflict of Interest.**

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

8. **Termination.**

8.1. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Manager.

8.3. In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property

Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's

insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Loss Payee. The City is to be specifically named as a loss payee under the Consultant's Professional Insurance policy so that the City will be a third party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Consultant's Services or performance pursuant to this Agreement.

9.5. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.6. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure

requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

- 16.3. Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.**
17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.
18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

CONSULTANT

By: 
William Alonso, CPA, CGFO
City Manager

By: _____

Name: _____

Attest:

Title: _____

By: 
Erika Gonzalez, MMC
City Clerk

Entity: **Guerrero/Gonzalez Engineers, Inc.**

Approved as to form and legal sufficiency:

By: 
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

Addresses for Notice:

Guerrero/Gonzalez Engineers, Inc.
Attn: Michael C. Guerrero, P.E.
780 Tamiami Canal Road
Miami, FL 33144
305-262-3944 (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Daniel A. Espino, Esq.
City of Miami Springs Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
despino@wsh-law.com (email)

With a copy to:

Guerrero/Gonzalez Engineers, Inc.
Attn: Ana M. Angulo, Registered Agent
5975 Sunset Drive, Suite 503
Miami, FL 33143
_____ (telephone)
_____ (email)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

CONSULTANT

By: _____
William Alonso, CPA, CGFO
City Manager

By: MC Guerrero
Name: Michael C Guerrero

Attest:

Title: President

Entity: Guerrero/Gonzalez Engineers, Inc.

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
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Addresses for Notice:

Guerrero/Gonzalez Engineers, Inc.
Attn: Michael C. Guerrero, P.E.
780 Tamiami Canal Road
Miami, FL 33144
305-262-3944 (telephone)
mike@guerreroeng.com

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Daniel A. Espino, Esq.
City of Miami Springs Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
despino@wsh-law.com (email)

With a copy to:

Guerrero/Gonzalez Engineers, Inc.
Attn: Ana M. Angulo, Registered Agent
5975 Sunset Drive, Suite 503
Miami, FL 33143
305 5670305 (telephone)
ana@angulolaw.com (email)

EXHIBIT "A"
SCOPE OF SERVICES

The Scope of Services are those contained in the Consultant's Proposal dated March 12, 2020, attached hereto and incorporated herein by reference.



AGENDA MEMORANDUM

Meeting Date: 03/23/2020

To: The Honorable Mayor and Members of the City Council

From: William Alonso, City Manager

Subject: Recommendation to Approve Emergency Award: Contract with Synergy General Contracting for Emergency Mold Remediation/Repairs at City Hall

RECOMMENDATION:

Recommendation by the City Manager's Office that Council waive the competitive bid process in the best interests of the City based on the results of the Mold Assessment Report dated March 3, 2020 and as detailed in my separate memo to council (attached), and approve an expenditure to Synergy General Contracting, LLC, (SGC) the lowest of three written quotes, in an amount of \$234,400 for mold remediation and repairs at City hall as funds were budgeted in the FY19/20 Budget pursuant to the emergency procurement process under Section §31.11 (E)(6)(e) of the City Code. Subsequent to our March 23 meeting that was cancelled, the City also executed the attached contract SGC so that work could commence. Staff also requests approval of the executed contract as part of this request.

DISCUSSION: This expenditure was approved as part of the FY19-20 budget. We were planning to do an RFP as required by our procurement code (since the amount is over \$25,000). However, in light of the Mold Assessment Report received March 3, 2020, the mold condition requires that we treat this as an emergency purchase as discussed in my separate memo which is attached. We did obtain two other written quotes (attached): United restoration was \$372,777 while Thermal Concepts was \$216,400.75 but this only included the duct work replacement and not remediation of building.

FISCAL IMPACT: Funds were budgeted in the FY19-20 budget

Submission Date and Time: 4/22/2020 1:00 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>City Manager</u>	Dept. Head: _____	Dept./ Desc.: <u>Public Works</u>
Prepared by: <u>William Alonso</u>	Procurement: _____	Account No.: <u>001-5405-541-46-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>-0-</u> Current request: \$ <u>234,400</u> Total vendor amount: \$ <u>\$234,400</u>

BID-PROPOSAL



SYNERGY General Contracting, LLC

LICENSE CGC # 1509933
 P.O. Box 771226, MIAMI, FLORIDA 33177
 PHONE (786) 732-8828 FAX (786) 605-0858
 KEN@SYNERGYGC.NET

DATE: March 9, 2020
 PROPOSAL NO:
 REV19-0516-68

<i>and</i> BUYER/ OWNER	NAME	Miami Springs		
	PROJECT ADDRESS	CITY	STATE/ZIP	PHONE
	City Hall	Miami Springs	FL 33166	
	ALTERNATE ADDRESS (IF ANY)	CITY	STATE/ZIP	PHONE
	201 Westward Dr.	Miami Springs	FL 33166	

Project To Begin: _____

Date Of Plans: _____ Architect: _____ Engineer: _____

Work performed at City Hall

(Street Address And Legal Description If Known)

We hereby propose to furnish the following work: All Labor, Equipment, Materials and Hauling Debris. Work to be coordinated with staff & office personnel. Work shall follow Protocol as per March 3, 2020 report by Precise Homes Inspection Services.

SCOPE OF WORK DESCRIPTION

6 HVAC Air Handlers and duct systems in the City Hall Building (2 on the 1st Floor and 4 on the 2nd Floor) to be remediated for Mold.

- Containment

Work areas must be sectioned off with visqueen barriers to prevent travel of dust and debris to adjacent spaces

Air scrubbers and filters shall be utilized as necessary to alleviate odors, and prevent travel of dust to adjacent areas. Encapsulate work areas, furniture and walls

- Demolition

Removal of existing Drop ceiling tile and grid. All Debris bagged and disposed

- Mold Remediation

Sanitize and treat all work areas and above ceiling area with aerosol sanitize Peroxide based disinfectant

- HVAC Work

- I. Remove all existing ductwork
- II. Install new 1 ½" Fiber-board duct to match existing layout and sizes (all work to code)
- III. Clean and sanitize existing Air handler units
- IV. Remove existing air returns and replace, install additional returns for better HVAC circulations and performance
- V. Install new air supply grills & new return grills with filters
- VI. Each Air Handler to have REME HALO Advance Oxidation Plasma Oxidizer installed

- Ceiling grid

Reinstall 2ft X 2ft standard grid (match existing) in ceiling areas where work is performed

- Final Clean

Areas to be cleaned and all protection removed and disposed of.

- Testing and Inspections

3rd party Inspection of Mold remediation and sanitizing, as well as air sample test

All adjacent public spaces shall be thoroughly cleaned before leaving the jobsite each day/night.

Contractor is responsible for thoroughly cleaning the work area and any adjacent areas that are affected by construction

Total \$227,000 + \$7400 Bond + insurance *builder list*

Total \$234,400

Exclusions:

- No Test and Balance
- No Designed or Engineered plans (scope is to replace existing layout)
- No work to Chiller lines
- Existing light fixtures to remain on drop ceilings
- Removal of Fire Alarms, Audio systems, Cameras etc. installed on drop ceilings to be removed by client or client's vendor
- Existing flooring is to remain, and floor surfaces are only being sanitized
- Please note that upon removal of drop ceilings if Contractor finds any additional damages/repairs needed, Client will be immediately advised of such, including any additional costs involved and potential time delay. Drywall removal or replacement is not included in this scope of work.
- This is a proposal & contract for services mentioned. This contract is for completing the job as described above. Synergy General Contracting LLC and its representatives assume no responsibility for structural integrity of the existing building or it's envelope. Client warrants all structures to be in sound & safe condition capable of withstanding normal activities of construction equipment and operations.
- Synergy General Contracting LLC will not be responsible for any acts of God, acts of government authorities, vandalism, labor disputes, explosions, power failures, water damage, storms, lightening and delays due to inspections or any other cause which is unavoidable or beyond our reasonable control.
- Not included in this proposal is the installation of Recommendations made by Mold Assessor: Dehumidifiers and or Air Pressurized systems at entrances
- All furniture removed from the building will be De-Contaminated in a Encapsulated De-Con staging area to be set-up in the Lobby prior to being re-installed in the building.

PROPOSED PAYMENT: Owner agrees to pay Contractor a total price of \$227,000. The payment schedule will be: \$50,000 upon demo of 1st section, \$50,000 commencement of demo 2nd section, \$50,000 commencement of demo 3rd section, \$50,000 commencement of the demo of the 4th section, \$27,000 final payment upon completion of job

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL



VICTOR SEIJAS

CONTRACTOR SIGNATURE



OWNER/BUYER SIGNATURE

X

OWNER/BUYER SIGNATURE

3/11/20

DATE

William Arundo

CITY MANAGER

/20

DATE

You are hereby authorized to return a formal contract between us to accomplish the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.



United Restoration of FL, LLC

2520 N. Powerline Road
Suite 304
Pompano Beach, FL 33069
Tel: 954-979-8500
Fax: 954-979-8599
Tax ID: 45-2056953

Client: CITY OF MIAMI SPRINGS CITY HALL
Property: 201 WESTWARD DRIVE
MIAMI SPRINGS, FL 33166

Home: (305) 805-5054

Operator: LISA

Estimator: IN HOUSE

Type of Estimate: Water Damage

Date Entered: 2/5/2020

Date Assigned:

Price List: FLFL8X_JAN20

Labor Efficiency: Restoration/Service/Remodel

Estimate: MIAMI_SPRINGS_HVAC

File Number: 4465

UNITED RESTORATION OF FL, LLC HAS PREPARED THIS ESTIMATE BASED UPON THE REMEDIATION PROTOCOL AND RECOMMENDATIONS OF A CERTIFIED MOLD INSPECTOR. PLEASE NOTE, THIS IS A PRELIMINARY ESTIMATE WHICH IS SUBJECT TO CHANGE SHOULD THE SCOPE OF WORK BE ALTERED OR REDEFINED, TO ACCOUNT FOR ANY ADDITIONAL WORK NECESSITATED BY THE DISCOVERY OF HIDDEN DAMAGES ENCOUNTERED DURING THE MOLD REMEDIATION PROCESS. UNITED RESTORATION OF FL, LLC UTILIZES IICRC "INSTITUTE OF INSPECTION CLEANING & RESTORATION CERTIFICATION" MOLD REMEDIATION INDUSTRY GUIDELINES. THIS PROPOSAL IS FOR HVAC DUCTWORK REPLACEMENT & REMOVAL AND DISPOSAL OF ALL CEILING TILES IN THE CITY HALL BUILDING

PROJECT OUTLINE:

FURNISH AND INSTALL MATERIALS TO REPLACE APPROXIMATELY ONE HUNDRED THIRTY FIVE (135) SUPPLY AND RETURN DROPS, INCLUDING TRUNKLINES, BOOTS AND DIFFUSERS ASSOCIATED WITH SIX (6) HVAC SYSTEMS LOCATED ON TWO (2) FLOORS AT THE CITY HALL BUILDING.
BASED ON FLOOR PLAN OF BUILDING ONLY - NO HVAC PLANS AVAILABLE

INCLUDES PROFESSIONAL ENGINEERING COSTS FOR HVAC PLANS, NEEDED FOR PERMITTING

Scope of Work

1. Replace ductwork and diffusers:

- Vendor proposes to remove and replace one hundred thirty five (135) supply and return ducts, including trunklines, located at above referenced address on two (2) floors associated with six (6) existing and remaining HVAC systems. Existing ductwork to be removed and disposed of accordingly.
- New duct system to be constructed of R-8 fiberboard and R-8 insulated flexible duct and installed per all standard installation codes.
- Ducts to be connected using approved and appropriately constructed fiberboard mixing boxes. All connections and closures to be sealed to local and state codes.
- Permitting costs included; heat load calculations included (note: heat load calculations will determine final ductwork and diffuser sizing and additional costs may be incurred as a result of final heat load

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Suite 304
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Tel: 954-979-8500
Fax: 954-979-8599
Tax ID: 45-2056953

calculations)

- Professional Engineering costs are included with this proposal for HVAC plans for permitting.
- New supply boots/cans and diffusers/grilles to be either industry-standard drop in square or rectangular through drywall.
- This quotation is based on accessible entry into the crawlspace for removal of ductwork and installation of new. Any obstacles, boxes or storage obstructing this access is to be moved by customer prior to commencement of project.
- This quotation is based on negative paint lead test as the building was constructed in prior to 1977 (note: if lead is identified, this changes scope of work to include containment due to lead contamination and will change pricing accordingly).
- Limitations: Any alterations to the air conditioning equipment is not included with our proposal. Heat load calculations will determine final ductwork and grille sizing and pricing may be adjusted based on heat load calculations.
- Lifting Equipment: Lifting equipment rental is included for this project for access to the Lobby diffusers.



United Restoration of FL, LLC

2520 N. Powerline Road
Suite 304
Pompano Beach, FL 33069
Tel: 954-979-8500
Fax: 954-979-8599
Tax ID: 45-2056953

MIAMI_SPRINGS_HVAC

HVAC SYSTEMS

DESCRIPTION	QTY	UNIT PRICE	TOTAL
HVAC - AS SPECIFIED IN OPENING STATEMENT	1.00 EA @	194,336.00 =	194,336.00

Labor Costs

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Supervisory - AFTER business hrs. 60 X 8 hour shifts	480.00 HR @	75.13 =	36,062.40
Cleaning & Remediation Technician - AFTER business hours 4 X 6 weeks	960.00 HR @	72.04 =	69,158.40

Machines on site

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Negative air fan/Air scrubber (24 hr period) - No monit. 20 X 6 weeks	840.00 DA @	70.00 =	58,800.00

General

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Remove Suspended ceiling tile	18,728.00 SF @	0.24 =	4,494.72
Apply plant-based anti-microbial agent (fogging application)	18,728.00 SF @	0.24 =	4,494.72
HEPA Vacuuming (PER SF)	18,728.00 SF @	0.29 =	5,431.12



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Suite 304
Pompano Beach, FL 33069
Tel: 954-979-8500
Fax: 954-979-8599
Tax ID: 45-2056953

Summary

Line Item Total	372,777.36
Replacement Cost Value	\$372,777.36
Net Claim	\$372,777.36

IN HOUSE



CACO39621 CSCO46951 CGCA07936

Stuart Office
2497 SE Dixie Highway
Stuart, Florida 34997
O: 772.220.2365
F: 772.220.2273

Main Office
2201 College Avenue
Davie, Florida 33317
O: 954.472.4465
F: 954.370.6410

Gulf Coast Office
8270 Woodland Center Blvd.
Tampa, Florida 33614
O: 727.914.8530
F: 727.914.8362

DATE: December 5, 2019

CLIENT:

City Of Miami Springs
201 Westward Driv E
Miami Springs, Fl 33166

Phone: 305-805-5000

Fax:

PROPOSAL: 00028352

Miami Springs - City
201 Westward Drive
Miami Springs, Fl 33166

CONTACT:

We propose hereby to furnish material and labor, complete in accordance with specifications below for the sum of **Two Hundred Sixteen Thousand Four Hundred Twenty-Two And 75/100 Dollars.**

TCI proposes to provide labor and material to complete the following scope of work:

- **Removal and disposal of existing sheet metal ductwork and flex ductwork for the first and second floor (Excluding Fire Department) **NOTE** Existing insulation must be tested for asbestos before demolition and removal.
- **Supply and install new sheet metal ductwork for the first and second floor
- **Run new flex duct
- **Install new supply and return grills
- **Verify no air leaks are present
- **Insulate sheet metal ductwork
- **Clean up work area daily
- **Work to be completed outside normal business hours**

AMENDMENTS & SPECIAL PROVISIONS:

EXCLUSIONS

- *Any work not referenced herein
- *Removal of ceiling or reinstallation of ceiling
- *Cutting/patching of drywall
- *Engineered/Mechanical drawings
- *Permit Fees

Progress Billing to be completed as follows:

- 25%-Mobilization
- 25%-Upon completion of demolition
- Balance- Due upon completion

THERMAL STANDARD TERMS, CONDITIONS AND EXCLUSIONS ARE PART OF THIS PROPOSAL.

Customer Initial _____

Any Code Upgrades or Wind Load Calculations Are Excluded

TOTAL BID: (Two Hundred Sixteen Thousand Four Hundred Twenty-Two And 75/100 Dollars)

\$216,422.75

Payment to be made as follows:

Acceptance of Proposal

This proposal may be withdrawn if not accepted by January 4, 2020.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

David Raiman

Account Manager

Date of Acceptance _____

Signature _____

Printed Name _____

Customer Initial _____

UNLESS SPECIFICALLY INDICATED ELSEWHERE, THIS PROPOSAL IS SUBJECT TO THE FOLLOWING

TERMS & CONDITIONS:

1. Terms of payment are Net 10 days. Late charges may be assessed at 1.5% per month on past due balances. Applicable taxes are not included. Should payments be received after 60 days, then Thermal may stop all work under this Proposal and/or cancel the Proposal, and the entire price shall become due and payable.
2. Thermal is not responsible for loss or damage caused by unavailability of equipment, components or material for whatever reasons, including forces of nature, inaccessibility to premises, negligence by Customer or others, inadequate system design, vandalism or other causes beyond Thermal's control.
3. Both parties shall seek to avoid litigation. However, in the event that any legal actions are required to be taken by either party relating to this Proposal, it is agreed that such legal actions shall be commenced within one year, or earlier as may be provided by law, from the date in which the cause of action occurred and that the successful party in such legal action shall be awarded reasonable attorneys' fees, litigation or arbitration costs, and collection costs. Any and all legal action shall be filed within the county wherein the work was performed.
4. It is the customer's obligation to inform Thermal of the existence of any hazardous material that may exist at the jobsite. In accordance with OSHA's Hazard Communication Standard Regulations, Customer shall provide Thermal all relevant Material Safety Data Sheets (MSDS).
5. Thermal's responsibility under this Proposal excludes the identification, removal or abatement of asbestos, mold, mildew or other hazardous substances. In the event such products or substances are encountered, Thermal's obligation shall be limited to informing Customer of the possible existence of such materials. In the event that hazardous substances are encountered, all work shall immediately cease and shall not again commence until written documentation that abatement has been performed is provided to Thermal.
6. Thermal and Customer agree that the occurrence of any of the following conditions which, without limitation, might render performance by Thermal impractical, such as, but not limited to: strikes, fires, war, inclement weather, late or non-delivery by suppliers of Thermal and all other contingencies beyond the reasonable control of Thermal. Under no circumstances shall Thermal be liable for any special or consequential damages whether based upon lost goodwill lost resale profits, work stoppage, impairment of other goods or negligence otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, (unless such negligence is directly caused by Thermal) except only in the case of personal injury where applicable by law requires such liability. But in no event shall Thermal's liability exceed the purchase price paid under this Proposal.
7. The Customer shall pay Thermal, in addition to the price of this Proposal, the amount of all present and future taxes or any other government charges now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this Proposal relates, exclusive of ordinary personal property taxes assessed against Thermal.
8. It is agreed that the Customer shall assume responsibility and pay extra for all services and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion, or lightning strikes, and any and all items listed in the EXCLUSIONS section of this Proposal.
9. Customer is responsible for the cost of any additional items of equipment or performance of any safety test or correction in design as recommended or required by insurance companies, state, municipality, or other governmental authorities.
10. Only the materials specifically listed in the service details section of this Proposal are included as a part of the Proposal. All other materials and/or equipment replacement are to be paid for by the Customer, in addition to this Proposal, if the Customer so requests or authorizes such work to be performed by Thermal.
11. All work covered under this Proposal shall be performed during normal working hours, 8:00 am to 4:30 pm Monday through Friday, excluding legal holidays.
12. Fire or alarm inspections or testing for permitting or inspection purposes, is not included in any quote or proposal, unless specifically noted therein.
13. Any additional work, not specifically stated elsewhere in this Proposal, shall only be performed upon authorization of Customer prior to proceeding with the work. Customer's oral or written authorization will be mutually acceptable.
14. All additional work, unless a quoted price is agreed to prior to commencement of the work, shall be performed on a time and material basis. Signature of Customer's building maintenance personnel or other employee on Thermal's Work Order/service ticket shall constitute acceptance and authorization for payment of the work covered by that form.
15. Thermal reserves the right to discontinue this Proposal at any time, without notice, in the event that payments under this Proposal shall not have been made as agreed.

UNLESS SPECIFICALLY INDICATED ELSEWHERE, THIS PROPOSAL DOES NOT INCLUDE MATERIALS, LABOR, AND EQUIPMENT FOR THE FOLLOWING:

EXCLUSIONS:

Air balance. Annual / 10 year inspections or overhauls. Air dryers. Anything beyond normal maintenance inspections. Any part of the water system except pumps, excluding those extending below ground level. Building code upgrades. Circuit breakers. Cleaning of towers, evaporator or condenser coils or removal of coils for cleaning, chiller tube cleaning and heat exchangers. Cleaning of environmental contaminants, including but not limited to, mold, mildew and sick building syndrome. Compressors. Condensate pumps. Condensate main drain lines. Condensate drain lines beyond the drain outlet of covered equipment. Condensers or chillers subjected to internal water damage or repairs to other parts of the system as a result of water

Customer Initial _____

entering from the condenser or the evaporator. Chiller condenser/evaporator tubes. Control boards. Control systems for any mechanical system. Cooling tower repairs other than those done to components with moving parts. Cranes, lifting equipment, any special rigging costs. Design changes. Disconnect switches. Doors. Drain lines, main, sanitary, waste. Drip pans. Ductwork or repairs to ductwork. Duct cleaning. Duct detectors for smoke, heat, or air-flow. Electrical work due to power outages, blackouts, brownouts. Electric motor starters, motor controls, motor controllers, blown fuses, power wiring, low voltage wiring, or any failure resulting from any cause other than normal mechanical maintenance. Electronic and/or electro mechanical control boards. EMS systems and all related components. Fire alarm systems. Freight and handling charges. Gaskets, glass, grilles, hardware, ice bins, insulation. Insurer covered internal or external parts. Internal chiller water damage. Motors of 30 horse power and over. Operator or customer misuse or negligence. Painting and patching of any kind. Pneumatic systems. Piping. Pumps of 30 horse power and over. Refrigerants or reclaiming of same. Refrigerant leaking into the waterside of the system or water leaking into the refrigerant side of the system. Relocation of equipment. Removal of hazardous materials or waste. Repairs necessitated due to rust, corrosion, erosion, or deterioration. Repairs to any part of the cooling system subjected to damage due to the use of well water, salt water, brackish water, or inadequate or faulty chemical treatment. Repairs or replacement of items not normally maintained such as, but not limited to, ductwork, grilles, piping, gauges, thermometers, thermostats, structural supports, valves, casings, cabinets, tower fill, slats, basins, hydronic and pneumatic piping. Repairs due to inadequate or fluctuating conditions of utilities. Repairs due to losses or damages as a result of fire, water, windstorm, vandalism, theft, riots, civil commotion, Acts of God, strikes, lockouts, picket lines, machine shop service, or anything beyond the normal mechanical maintenance. Replacement of worn out or obsolete equipment and/or internal or external parts, labor and materials covered by an insurer, design changes, relocation of equipment and major cooling tower overhauls. Shelving. Smoke exhaust systems and all component parts of such systems that may be exist. Variable frequency drives (VFD's). VAV boxes. Vibration isolators or sound traps. Water systems and water treatment of any kind.

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this 14th day of April, 2020 (the "Effective Date") by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the "City"), and **SYNERGY GENERAL CONTRACTING, LLC**, a Florida limited liability company (the "Contractor").

WHEREAS, pursuant to a Mold Assessment Report dated March 3, 2020, the City has identified a need to perform emergency remediation and repairs at City Hall located at 201 Westward Drive, Miami Springs, Florida 33166 (the "Project"); and

WHEREAS, the City requested bids from three entities to perform the Project and Contractor submitted a bid for the Project ("Bid"), which Bid is incorporated herein by reference and made a part hereof, and includes the Schedule of Bid Items ("Pricing") attached hereto as *Exhibit "A"*; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the City that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. SCOPE OF WORK

1.1. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved plans, drawings and/or specifications to be prepared by Guerrero/Gonzalez Engineers, Inc. (the "City's Project Consultant") (the "Plans"), the Contractor's Bid attached hereto as *Exhibit "A"*, and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

CITY OF MIAMI SPRINGS CITY HALL EMERGENCY MOLD REMEDIATION/REPAIRS CONSTRUCTION PROJECT

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the City Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to City of all required documents and after execution of this Contract.

- 2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within forty-five (45) calendar days from the date specified in the Notice to Proceed (“Contract Time”)**. Substantial Completion shall be defined for this purpose as the date on which City receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within sixty (60) calendar days from the date specified in the Notice to Proceed (“Final Completion Time”)**. The Final Completion date is defined as the date agreed to by the City when all Work has been completed in accordance with the Contract Documents and Contractor has delivered to City all documentation required herein.
- 2.3. Upon failure of Contractor to complete the Contract within the Final Completion Time, Contractor shall pay to City the sum of Three Hundred Dollars (\$300.00) for each calendar day after the expiration of the Final Completion Time until the Contractor achieves Final Completion and the Project is in a state of readiness for final payment to the Contractor. These amounts are not penalties but are liquidated damages payable by Contractor to City for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by City as a consequence of Contractor’s delay and failure of Contractor to complete the Contract on time.
- 2.4. City is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to City by Contractor exceeds monies due Contractor from City, Contractor shall be liable and shall immediately upon demand by City pay to City the amount of said excess.

3. CONTRACT PRICE

- 3.1. City shall pay to Contractor for the performance of the Work for actual work completed in an amount not to exceed **\$234,400** in accordance with the Contractor’s Proposal and Schedule of Bid Items (Pricing), attached hereto as Exhibit “A”. This sum (“Contract Price”) shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.
- 3.2. City shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor’s Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the City shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month

for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the City or City's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as City shall determine or City may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that ten percent (10%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by City until final completion and acceptance of the Work by City. In the event there is a dispute between Contractor and City concerning a Pay Application, dispute resolution procedures shall be conducted by City commencing within 45 days of receipt of the disputed Payment Application. The City shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

- 3.3. Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the City for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.
- 3.4. The payment of any Application for Payment by the City, including the final request for payment, does not constitute approval or acceptance by the City of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the City's rights hereunder or at law or in equity.
- 3.5. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the City, and upon receipt of consent by any surety, City shall pay the remainder of the Contract Price (including Retainage) as recommended by the City's Project Consultant and Building Official. Final payment is contingent upon receipt by City from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.
- 3.6. This Contract is subject to the conditions precedent that: (i) City funds are available and budgeted for the Contract Price; (ii) the City secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the City Council relative to the Project; and (iii) City Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

4. CONTRACT DOCUMENTS

- 4.1. The Contract Documents, which comprise the entire agreement between the City and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work

under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

- 4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.3. The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

5. INDEMNIFICATION

- 5.1. Contractor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the City harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance

- 6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by City and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the City,

its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

- 6.1.1.1.** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.
- 6.1.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- 6.1.1.3.** Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 6.1.1.4.** Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of City and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.
- 6.1.1.5.** Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.
- 6.1.2. Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the City with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to inspect and return a

certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

6.1.2.1. Additional Insured. The City is to be specifically included as an Additional Insured for the liability of the City resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. If required by the City, prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to City the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by City and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to City.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the City to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the City does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given City written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to City, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.1.2. Contractor warrants the following:

7.1.2.1. Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.1.2.2. Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the City has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.1.2.3. Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or City. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including City building permits. City building permit fees are waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

8. DEFAULT AND TERMINATION

8.1. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the

Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, City may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed monies due Contractor from City, Contractor shall be liable and shall pay to City the amount of said excess promptly upon demand therefore by City. In the event it is adjudicated that City was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by City for convenience as described below.

- 8.2. This Contract may be terminated by the City for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the City. In such event, the Contractor shall promptly submit to the City its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

9. MISCELLANEOUS

- 9.1. **No Assignment.** Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City Manager.

9.2. **Contractor's Responsibility for Damages and Accidents.**

- 9.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by City and shall promptly repair any damage done from any cause.
- 9.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by City, Contractor shall replace same without cost to City.

9.3. **Defective Work. Warranty and Guarantee.**

9.3.1. City shall have the authority to reject or disapprove Work which the City finds to be defective. If required by the City, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the City or its designee, City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.

9.3.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the City prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to City all material and equipment warranties upon completion of the Work hereunder.

9.3.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4. Legal Restrictions; Hours of Work; Traffic Provisions.

9.4.1. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the City or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the City Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the City.

9.5. Examination and Retention of Contractor's Records.

9.5.1. The City or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the

Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

9.5.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of City providing for retention and audit of records.

9.5.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

9.5.4. The City may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the City Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

9.6. **No Damages for Delay.** No claim for damages or any claim, other than for an extension of time shall be made or asserted against City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by City. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the City, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven (7) days written notice to the City.

9.7. **Authorized Representative.**

9.7.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to City to represent and act for Contractor and shall inform City, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep City informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the City. If, at any

time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the City, Contractor shall replace the unacceptable personnel with personnel acceptable to the City.

- 9.8. Taxes.** Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.
- 9.9. Utilities.** Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to City. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.
- 9.10. Safety.** Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. City shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.
- 9.11. Cleaning Up.** Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by City at Contractor's expense.
- 9.12. Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

- 9.13. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 9.14. **Capitalized Terms.** Capitalized terms shall have their plain meaning as indicated herein.
- 9.15. **Independent Contractor.** The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.
- 9.16. **Payment to Sub-Contractors; Certification of Payment to Subcontractors:** The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the City. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the City.
- 9.17. **Liens.** Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, City shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, City shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay City 's reasonable attorneys' fees and costs incurred in connection therewith.
- 9.18. **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.
- 9.19. **Waiver of Jury Trial.** CITY AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION,

ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

9.20. **Notices/Authorized Representatives.** Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

9.21. **Prevailing Party; Attorneys' Fees.** In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

9.22. **Ownership and Access to Records and Audits.**

9.22.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

9.22.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The City Manager or her designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the City.

9.22.3. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

9.22.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the City.

9.22.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

9.22.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

9.22.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the City.

9.22.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.**
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, CITY CLERK, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, gonzaleze@miamisprings-fl.gov.

10. SPECIAL CONDITIONS

10.1. The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

10.2. Preliminary Steps.

10.2.1. **Pre-Construction Conference.** Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the City, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

10.3. **Project Schedule.** Contractor must submit a proposed Project Schedule as follows:

- 10.3.1.** Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or City as applicable. This initial schedule shall establish the baseline schedule for the Project.
- 10.3.2.** All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each CO that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.
- 10.3.3.** All Project Schedules must be prepared in Microsoft Project 2007 or earlier unless otherwise approved by the Project Consultant or City as applicable. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.
- 10.3.4.** In addition to the Project Schedule the Contractor must provide a two (2) week look-ahead schedule that reflects the Work to be performed during the following two (2) week period. The look-ahead schedule must be provided to the Project Consultant and City at a regular frequency prior to the start of the two-week period. This schedule will, at a minimum, include the area(s) where Work is to be performed and the Work to be performed in the area(s).
- 10.4. Schedule of Values.** The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or City as applicable may require further breakdown after review of the Contractor's submittal. The City reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form.
- 10.5. Construction Photographs.** Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the City prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph digitally. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken.

10.6. Staging Site.

10.6.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the City.

10.6.2. The City at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the City, the City assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

10.6.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the City as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

10.6.4. Parking. [Intentionally Omitted].

10.7. Project Signage. [Intentionally Omitted].

10.8. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

10.9. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and City laws, rules and regulations. No materials will be stored on-site without the prior written approval of the City.

10.10. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The City may require an adjustment in price based on any proposed substitution.

10.11. Unsatisfactory Personnel.

10.11.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

10.11.2. The City may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the City within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The City will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

10.12. Contract Modification.

10.12.1. Change Orders.

10.12.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the City reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the City. The City reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

10.12.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the City, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The City may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

10.12.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties.

10.12.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the City reserves the right, at its sole

option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the City directs the Contractor to proceed on a time and materials basis, the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the City.

10.12.2. Extension of Contract Time.

10.12.2.1. If the Contractor is delayed at any time during the progress of the Work beyond the time frame provided for Final Completion by a delay beyond the reasonable control of the Contractor, then the Contract Time shall be extended subject to the following conditions:

10.12.2.1.1. The Contractor submits an RCO requesting the additional Contract Time within five (5) calendar days after the Contractor knew or should have known about the delay;

10.12.2.1.2. The cause of the delay arose after the issuance of the NTP and could not have been anticipated by the Contractor through reasonable investigation before proceeding with the Work;

10.12.2.1.3. The Contractor demonstrates that the completion of the Work will actually be affected by the cause of the delay;

10.12.2.1.4. The delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures of the Contractor.

10.12.3. Continuing the Work

10.12.3.1. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with City, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10.13. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the City and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure. To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

10.13.1. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical

locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

- 10.13.2. Location of internal utilities and appurtenances concealed in the construction.
 - 10.13.3. Field changes in dimensions and details.
 - 10.13.4. Changes made by Project Consultant's written instructions or by Change Order.
 - 10.13.5. Details not on original Contract Drawings.
 - 10.13.6. Project Consultant's schedule changes according to Contractor's records and shop drawings.
- 10.14. Specifications and Addenda: Legibly mark each section to record:
- 10.14.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
 - 10.14.2. Changes made by Project Consultant's written instructions or by Change Order.
- 10.15. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.
- 10.15.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the City at no additional cost, including digital I (CAD and PDF) versions.
 - 10.15.2. For construction of field improvements, and or roadway improvements as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.
- 10.16. **Record Set.** Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

- 10.17. Maintenance of Traffic.** Maintenance of Traffic (“MOT”) must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the City with a proposed MOT plan for review. The City may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.
- 10.18. Hurricane Preparedness.** During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the City, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

CONTRACTOR



By: [Signature]
William Alonso, CPA, CGFO
City Manager

Attest:
By: [Signature]
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:
City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Daniel A. Espino, Esq.
City of Miami Springs Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
despino@wsh-law.com (email)

By: [Signature]
Name: Kenan Brown

Title: President

Entity: SYNERGY General Contracting, LLC

Addresses for Notice:
SYNERGY General Contracting, LLC
Attn: Kenan A. Brown
14395 SW 139 Ct., #101
Miami, FL 33186
786-732-8828 (telephone)
ken@synergygc.net (email)

With a copy to:
NONE

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

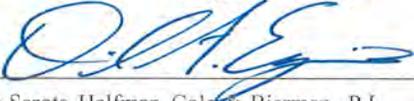
CONTRACTOR

William Alonso, CPA, CGFO
City Manager

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: 
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:
City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-50 11 (telephone)
alonsow@miamisprings-fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Daniel A. Espino, Esq
City of Miami Springs Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
despino@wsh-law.com (email)

By: _____
Name: Kenan Brown

Title: President

Entity: SYNERGY General Contracting, LLC

Addresses for Notice:
SYNERGY General Contracting, LLC
Attn: Kenan A. Brown
14395 SW 139 Ct., #101
Miami, FL 33186
786-732-8828 (telephone)
ken@synergygc.net (email)

With a copy to:
NONE

EXHIBIT A

See attached Synergy General Contracting, LLC Bid-Proposal No. 200408 dated April 8, 2020

NOTICE TO PROCEED

Dated: _____, 20__

To: SYNERGY General Contracting, LLC
Attn: Kenan A. Brown
14395 SW 139 Ct., #101
Miami, FL 33186
ken@synergygc.net (email)

Project Name: CITY OF MIAMI SPRINGS CITY HALL EMERGENCY MOLD
REMEDIAATION/REPAIRS CONSTRUCTION PROJECT

Contract No.: 03-19/20

You are hereby notified that the Contract Times under the above Contract will commence to run on _____, 20___. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are _____, 20__ and _____, 20___, ___/___ days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the City (___ check here if applicable, with copies to _____ and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

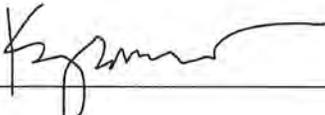
In addition, before you may start any Work at the site, you must: (add any additional requirements)

CITY OF MIAMI SPRINGS

By: _____
William Alonso, CPA, CGFO
City Manager

ACCEPTANCE OF NOTICE TO PROCEED

SYNERGY GENERAL CONTRACTING, LLC

By:  _____

Name: Kenan Brown _____

Title: President _____

Date: 4/13/2020 _____



AGENDA MEMORANDUM

Meeting Date: 04/13/20

To: The Honorable Mayor Billy Bain and Members of the City Council

From: William Alonso, City Manager

Subject: Recommendation to Approve Emergency Award: Contract with Thermal Concepts for Emergency Mold Remediation/Repairs at City Hall

RECOMMENDATION:

Recommendation by the City Manager’s Office that Council approve an expenditure to Thermal Concepts, a sole source provider for Trane, an authorized contractor, in an amount not to exceed \$83,886 for the replacement of eight coil units related to the HVAC system in the City Hall facility pursuant to the emergency procurement process under Section §31.11 (E)(6)(e) of the City Code.

DISCUSSION: In light of the Mold Assessment Report received March 3, 2020, the mold condition requires that we remove the existing coils in the eight units and replace, as they cannot be properly cleaned to assure that the problem will not repeat itself. Thermal Concepts was provided to us as a sole source authorized contractor through Trane.

FISCAL IMPACT:

Submission Date and Time: 4/22/2020 1:09 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>City Manager</u>	Dept. Head: _____	Dept./ Desc.: <u>Public Works</u>
Prepared by: <u>William Alonso</u>	Procurement: _____	Account No.: <u>001-5405-541-46-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>-0-</u>
		Current request: \$ <u>\$83,866</u>
		Total vendor amount: \$ <u>\$83,886</u>



CACO39621 CSCO46951 CGCA07936

Stuart Office
2497 SE Dixie Highway
Stuart, Florida 34997
O: 772.220.2365
F: 772.220.2273

Main Office
2201 College Avenue
Davie, Florida 33317
O: 954.472.4465
F: 954.370.6410

Gulf Coast Office
8270 Woodland Center Blvd.
Tampa, Florida 33614
O: 727.914.8530
F: 727.914.8362

DATE: April 3 , 2020

CLIENT:

City Of Miami Springs
201 Westward Driv E
Miami Springs, Fl 33166
Phone: 305-805-5000
Fax:

PROPOSAL: 00029165

Replace Ahu Coils
201 Westward Drive

Miami, Fl 33166

CONTACT:

We propose hereby to furnish material and labor, complete in accordance with specifications below for the sum of **Eighty-Three Thousand Eight Hundred Eighty-Six And 00/100 Dollars.**

Bid #: 29165

Supply labor to replace (7) AHU coils.

Supply labor to shut down AHU, disconnect piping, electric, ductwork and condensate line.

Supply labor to bring down units and replace coils with new coils equal to existing specs.

Supply labor to install (7) new Coils in existing AHU.

Supply labor to re install unit and re connect to existing, piping, and electric and condensate drain.

Supply labor to re insulate chilled water piping

Supply labor to install (8) new Fresh Air Dampers with actuators to connect to existing controls.(Will be using existing Goose neck for fresh air as Per Engineering Design)

Supply labor to perform T & B on completion of project.

Supply labor to start up and check for proper operation.

All work to be done during regular business hours.

Option: Budget Number: \$ 15,, 000.00.

Installation of Fresh Air Unit.(To add to have a positive pressure in building)

Includes (1) Roof Stand

Ductwork into building

Electric

(1) 3 Ton RTU (Engineer to design if needed)

AMENDMENTS & SPECIAL PROVISIONS:

Exclusion: Ductwork, Piping Insulation, Valves, Permits, Fees, Engineering, Fire Alarm, or any work not specifically referenced herein.

THERMAL STANDARD TERMS, CONDITIONS AND EXCLUSIONS ARE PART OF THIS PROPOSAL.

Customer Initial 

Note;

1. Ceiling remove by others.
2. Ductwork replacement by others
3. Duct work demolition by others.
4. Will provide separate proposal for re insulating Chilled Water lines in building as needed.
(Once all ceiling is removed)

Any Code Upgrades or Wind Load Calculations Are Excluded

TOTAL BID: (Eighty-Three Thousand Eight Hundred Eighty-Six And 00/100 Dollars) **\$83,886.00**

Payment to be made as follows: **Net 30 Days**

Acceptance of Proposal This proposal may be withdrawn if not accepted by April 24, 2020.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Jorge Benitez
Account Manager

Date of Acceptance 4/3/20

Signature *[Signature]*

Printed Name William Alund

UNLESS SPECIFICALLY INDICATED ELSEWHERE, THIS PROPOSAL IS SUBJECT TO THE FOLLOWING:

TERMS & CONDITIONS:

1. Terms of payment are Net 10 days. Late charges may be assessed at 1.5% per month on past due balances. Applicable taxes are not included. Should payments be received after 60 days, then Thermal may stop all work under this Proposal and/or cancel the Proposal, and the entire price shall become due and payable.
2. Thermal is not responsible for loss or damage caused by unavailability of equipment, components or material for whatever reasons, including forces of nature, inaccessibility to premises, negligence by Customer or others, inadequate system design, vandalism or other causes beyond Thermal's control.
3. Both parties shall seek to avoid litigation. However, in the event that any legal actions are required to be taken by either party relating to this Proposal, it is agreed that such legal actions shall be commenced within one year, or earlier as may be provided by law, from the date in which the cause of action occurred and that the successful party in such legal action shall be awarded reasonable attorneys' fees, litigation or arbitration costs, and collection costs. Any and all legal action shall be filed within the county wherein the work was performed.
4. It is the customer's obligation to inform Thermal of the existence of any hazardous material that may exist at the jobsite. In accordance with OSHA's Hazard Communication Standard Regulations, Customer shall provide Thermal all relevant Material Safety Data Sheets (MSDS).
5. Thermal's responsibility under this Proposal excludes the identification, removal or abatement of asbestos, mold, mildew or other hazardous substances. In the event such products or substances are encountered, Thermal's obligation shall be limited to informing Customer of the possible existence of such materials. In the event that hazardous substances are encountered, all work shall immediately cease and shall not again commence until written documentation that abatement has been performed is provided to Thermal.
6. Thermal and Customer agree that the occurrence of any of the following conditions which, without limitation, might render performance by Thermal impractical, such as, but not limited to: strikes, fires, war, inclement weather, late or non-delivery by suppliers of Thermal and all other contingencies beyond the reasonable control of Thermal. Under no circumstances shall Thermal be liable for any special or consequential damages whether based upon lost goodwill lost resale profits, work stoppage, impairment of other goods or negligence otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, (unless such negligence is directly caused by Thermal) except only in the case of personal injury where applicable by law requires such liability. But in no event shall Thermal's liability exceed the purchase price paid under this Proposal.
7. The Customer shall pay Thermal, in addition to the price of this Proposal, the amount of all present and future taxes or any other government charges now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this Proposal relates, exclusive of ordinary personal property taxes assessed against Thermal.

Customer Initial *WA*

8. It is agreed that the Customer shall assume responsibility and pay extra for all services and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion, or lightning strikes, and any and all items listed in the EXCLUSIONS section of this Proposal.
9. Customer is responsible for the cost of any additional items of equipment or performance of any safety test or correction in design as recommended or required by insurance companies, state, municipality, or other governmental authorities.
10. Only the materials specifically listed in the service details section of this Proposal are included as a part of the Proposal. All other materials and/or equipment replacement are to be paid for by the Customer, in addition to this Proposal, if the Customer so requests or authorizes such work to be performed by Thermal.
11. All work covered under this Proposal shall be performed during normal working hours, 8:00 am to 4:30 pm Monday through Friday, excluding legal holidays.
12. Fire or alarm inspections or testing for permitting or inspection purposes, is not included in any quote or proposal, unless specifically noted therein.
13. Any additional work, not specifically stated elsewhere in this Proposal, shall only be performed upon authorization of Customer prior to proceeding with the work. Customer's oral or written authorization will be mutually acceptable.
14. All additional work, unless a quoted price is agreed to prior to commencement of the work, shall be performed on a time and material basis. Signature of Customer's building maintenance personnel or other employee on Thermal's Work Order/service ticket shall constitute acceptance and authorization for payment of the work covered by that form.
15. Thermal reserves the right to discontinue this Proposal at any time, without notice, in the event that payments under this Proposal shall not have been made as agreed.

Customer Initial





AGENDA MEMORANDUM

Meeting Date: 03/23/2020

To: The Honorable Mayor and Members of the City Council

From: William Alonso, City Manager

Subject: Recommendation to Approve Emergency Award: Contract with Williams Scotsman Inc. for Rental of Two Mobile Office Trailers for Police

RECOMMENDATION:

Recommendation by the City Manager’s Office that Council waive the competitive bid process in the best interests of the City based on the results of the Mold Assessment Report dated March 3, 2020 and as detailed in my separate memo to council (attached), and approve an expenditure to Williams Scotsman Inc. as a sole source provider, in an amount of \$45,823 for a two month rental of two mobile office trailers, including furniture, installation and ADA compliance, pursuant to the emergency procurement process under Section §31.11 (E)(6)(e) of the City Code.

DISCUSSION: The Police department advised me that they would need two 60ft x 24ft mobile office trailers, including furniture and ADA access, in order to move all of their operations into those mobile offices while the City Hall remediation was being done. We reached out to three companies in South Florida, Williams Scotsman, Allied Office, and Pac Van. The only company that had the sizes we needed and available for quick delivery was Williams Scotsman Inc. The other two companies did not have the size we needed or provide the required furniture package.

FISCAL IMPACT: Funds would come from available fund balance

Submission Date and Time: 3/12/2020 7:39 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>City Manager</u>	Dept. Head: _____	Dept./ Desc.: <u>Public Works</u>
Prepared by: <u>William Alonso</u>	Procurement: _____	Account No.: <u>001-5405-541-46-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>-0-</u>
		Current request: \$ <u>\$45,823</u>
		Total vendor amount: \$ <u>\$45,823</u>



Williams Scotsman, Inc.
 5000 NW 72nd Avenue
 Miami, FL 33166-5623

Your Williams Scotsman Representative
 Juan Broche
Phone: (305)592-7998
Fax:
Email: jabroche@willscot.com
Toll Free: 800-782-1500

Contract Number: 1235563
Revision: 2
Date: March 05, 2020

Lease Agreement

Lessee: 3980614
 City Of Miami Springs
 343 Payne Drive
 Miami, Florida, 33166

Contact:
 Tammy Romero
 201 Westward Dr
 Miami, FL, 33166-5259
 Phone: 786-229-9758
 Fax:

Ship To Address:
 201 Westward Drive
 MIAMI, FL, 33166

Delivery Date(on or about):
3/27/2020

E-mail: romerot@miamisprings-fl.gov

Rental Pricing Per Month	Quantity	Price	Extended
60x24 Modular (56x24 Box) Unit Number:	1	\$2,500.00	\$2,500.00
Property Damage Waiver (11/12)	2	\$119.00	\$238.00
ADA/IBC Ramp -w/ switchback	1	\$480.00	\$480.00
ADA/IBC Stair - Rental	1	\$91.00	\$91.00
General Liability - Allen Insurance	1	\$22.00	\$22.00
Premium Office Package	4	\$150.00	\$600.00
Premium L-Desk Office	5	\$150.00	\$750.00
Executive Office Package	1	\$280.00	\$280.00
Executive Cafe Package	1	\$170.00	\$170.00
Minimum Lease Term: 2 Months	Total Monthly Building Charges:		\$2,500.00
	Subtotal of Other Monthly Charges:		\$2,631.00
	Total Rental Charges Per Month:		\$5,131.00

Delivery & Installation	Quantity	Price	Extended
Foundation / Tiedown Plans	1	\$250.00	\$250.00
Ramp / Stair Plans	1	\$250.00	\$250.00
Skirting Removal - Vinyl LF	160	\$2.14	\$342.40
Ramp - Delivery & Installation	1	\$843.37	\$843.37
Ramp - Knockdown & Return	1	\$843.37	\$843.37
Block and Level	1	\$4,542.91	\$4,542.91
Delivery Freight	2	\$471.43	\$942.86
Teardown	1	\$2,500.00	\$2,500.00
Return Freight	2	\$471.43	\$942.86
Vinyl skirting	160	\$12.76	\$2,041.60
	Total Delivery & Installation Charges:		\$13,499.37

Final Return Charges*	Due On Final Invoice*:	\$0.00
Total Charges Including (2) Month Rental, Delivery, Installation & Return**:		\$23,761.37

Comments

For the safety of the team before setup, please have 811 Sunshine line locates done before delivery. Customer responsible for permitting if required. If Grade is not level, there will be an additional cost for set. Grade has to compacted at 2500 -- 3000 PSF. Additional charges may apply if any special equipment is required to spot the unit on the requested site. Customer assumes all responsibility for permitting with local municipality and plumbing/ electrical connections. Any additional engineered / signed & sealed drawings that are required for you to obtain any permits required may change pricing to reflect updated needs.

Summary of Charges

Model: SM6024	QUANTITY: 1	Total Charges for (1) Building(s): \$23,761.37
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Williams Scotsman, Inc.

5000 NW 72nd Avenue
Miami, FL 33166-5623

Your Williams Scotsman Representative

Juan Broche
Phone: (305)592-7998
Fax:
Email: jbroche@willscot.com
Toll Free: 800-782-1500

Contract Number:1235563

Revision: 2
Date: March 05, 2020

Lease Agreement

Lessee: 3980614
City Of Miami Springs
343 Payne Drive
Miami, Florida, 33166

Contact:
Tammy Romero
201 Westward Dr
Miami, FL, 33166-5259
Phone: 786-229-9758
Fax:

Ship To Address:
201 Westward Drive
MIAMI, FL, 33166

Delivery Date(on or about):
3/27/2020

E-mail: romerot@miamisprings-fl.gov

Rental Pricing Per Month	Quantity	Price	Extended
60x24 Modular (56x24 Box) Unit Number:	1	\$2,500.00	\$2,500.00
Property Damage Waiver (11/12)	2	\$119.00	\$238.00
ADA/IBC Ramp -w/ switchback	1	\$480.00	\$480.00
ADA/IBC Stair - Rental	1	\$91.00	\$91.00
General Liability - Allen Insurance	1	\$22.00	\$22.00
Premium L-Desk Office	4	\$150.00	\$600.00
Executive Conference Package	1	\$350.00	\$350.00
Minimum Lease Term: 2 Months			
		Total Monthly Building Charges:	\$2,500.00
		Subtotal of Other Monthly Charges:	\$1,781.00
		Total Rental Charges Per Month:	\$4,281.00

Delivery & Installation	Quantity	Price	Extended
Foundation / Tiedown Plans	1	\$250.00	\$250.00
Ramp / Stair Plans	1	\$250.00	\$250.00
Skirting Removal - Vinyl LF	160	\$2.14	\$342.40
Ramp - Delivery & Installation	1	\$843.37	\$843.37
Ramp - Knockdown & Return	1	\$843.37	\$843.37
Block and Level	1	\$4,542.91	\$4,542.91
Delivery Freight	2	\$471.43	\$942.86
Teardown	1	\$2,500.00	\$2,500.00
Return Freight	2	\$471.43	\$942.86
Vinyl skirting	160	\$12.76	\$2,041.60
		Total Delivery & Installation Charges:	\$13,499.37

Final Return Charges*	Due On Final Invoice*:	\$0.00
Total Charges Including (2) Month Rental, Delivery, Installation & Return**:		\$22,061.37

Comments

For the safety of the team before setup, please have 811 Sunshine line locates done before delivery. Customer responsible for permitting if required. If Grade is not level, there will be an additional cost for set. Grade has to compacted at 2500 -- 3000 PSF. Additional charges may apply if any special equipment is required to spot the unit on the requested site. Customer assumes all responsibility for permitting with local municipality and plumbing/ electrical connections. Any additional engineered / signed & sealed drawings that are required for you to obtain any permits required may change pricing to reflect updated needs.

Summary of Charges

Model: SM6024	QUANTITY: 1	Total Charges for (1) Building(s): \$22,061.37
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Williams Scotsman, Inc.
 5000 NW 72nd Avenue
 Miami, FL 33166-5623

Your Williams Scotsman Representative
 Juan Broche
 Phone: (305)592-7998
 Fax:
 Email: jabroche@willscot.com
 Toll Free: 800-782-1500

Contract Number: 1235563

Revision: 2
Date: March 05, 2020

INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
2	SM6024	\$65103.00	\$4000.00

Lessee: Miami Springs, City Of

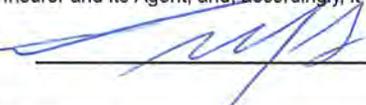
Pursuant to Section 13 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
- Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

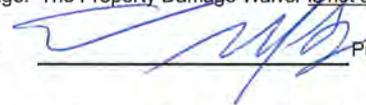
Commercial General Liability Insurance

Lessee elects to participate in the Commercial General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily insurance and property damage arising from the proper use and occupancy of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee:  Print Name: William Alonso Date: 3/10/20

Damage Waiver Program

Lessee elects to participate in the Lessor's Damage Waiver Program. Lessee understands and agrees that under this program, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in Section 12 of the Lease. Lessee remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee:  Print Name: William Alonso Date: 3/10/20

Please return this signed document with the signed lease agreement



Williams Scotsman, Inc.
 5000 NW 72nd Avenue
 Miami, FL 33166-5623

Your Williams Scotsman Representative
 Juan Broche
 Phone: (305)592-7998
 Fax:
 Email: jabroche@willscot.com
 Toll Free: 800-782-1500

Contract Number: 1235563

Revision: 2
 Date: March 05, 2020

Clarifications

***Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. **All prices exclude applicable taxes. All Lessees and Leases are subject to credit review.** In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. **Pricing is valid for thirty (30) days.**

Please note the following important billing terms:

- In addition to the first month rental and initial charges, last month rent for building, other monthly rentals/service (excluding last month for General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use BillTrust. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (09-01-19) located on Lessor's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Invoicing Options (select one)

Paperless Invoicing Option
 Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.
 A/P Email: Romerot@miamisprings-fl.gov
 A/P Email on File: _____

Standard Mail Option
 Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:
 343 Payne Drive
 Miami Florida 33166
 Enter a new billing address: 201 Westward Drive

Signatures

Lessee:: City Of Miami Springs
 Signature: 
 Print Name: William Alonso
 Title: City Manager
 Date: 3/4/20
 PO# _____

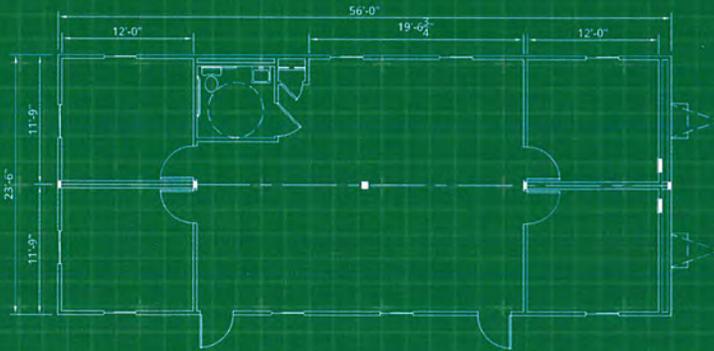
Lessor: Williams Scotsman, Inc.
 Signature: _____
 Print Name: _____
 Title: _____
 Date: _____
 PO# _____

PLEASE RETURN SIGNED AGREEMENT TO: FTLLesases@willscot.com

60' x 24' SECTION MODULAR



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

60' Long (including hitch)
 56' Box size
 24' Wide
 8' Ceiling height
 Other double-wide sizes are available

Exterior Finish

Aluminum or wood siding
 I-Beam Frame
 Standard drip rail gutters

Interior Finish

Paneled walls
 Carpet or vinyl tile floor
 Gypsum Ceiling
 Private office(s)

Electric

Fluorescent ceiling lights
 Single phase electric and breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
 (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

Optional restroom



OFFICE PACKAGES



From basic desks to semiprivate work areas, we can provide the necessary furniture and storage that make your workspace a productive one.

BE READY TO WORK FROM DAY ONE

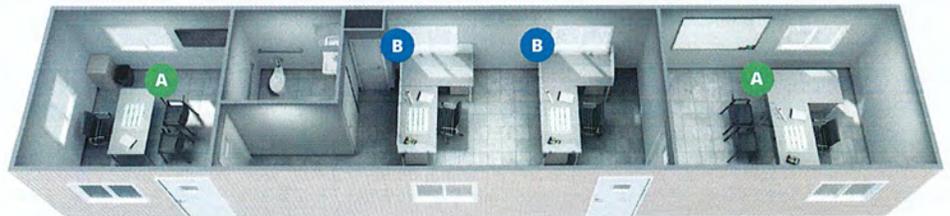
We've designed each package to address a need expressed by a majority of our customers. The items within these packages are the most commonly selected for those needs, and our choices are based on functionality, durability and their compatibility with our modular floor plans. They feature clean lines and a simple style that promotes a bright and uncluttered environment.

PACKAGES INCLUDE

- Desks + Tables
- Seating
- Appliances
- Monitors + White boards
- Storage Cabinets
- Office Supplies

DESIGNED TO FIT IN YOUR SPACE

- A** Offices
- B** Workstations



50 x 12 mobile office layout depicted. Includes 2 executive workstation packages and 2 executive office packages.



OFFICE PACKAGE LEVELS



BASIC

- 1 Desk (5 ft)
- 1 Manager's Chair
- 1 White Board
- 1 Floor Mat
- 1 Trash Can (28 qt)
- 1 Coat Hook



PREMIUM

- Includes Basic Package +
- 1 Luxhide Executive Chair
Replaces manager's chair
- 2 Side Chairs
- 1 Pedestal Filing Cabinet
- 1 Office Supply Starter Kit



EXECUTIVE

- Includes Premium Package +
- 1 White Board
2 total white boards
- 1 Flat Screen (50 in)
- 1 HDMI Cable (20 ft)
- 1 TV Wall Bracket

5405-541-46-20



"L" OFFICE

- 1 "L" Desk
- 1 Luxhide Executive Chair
- 2 Side Chairs
- 1 Pedestal Filing Cabinet
- 1 White Board
- 1 Floor Mat
- 1 Trash Can (28 qt)
- 1 Coat Hook
- 1 Office Supply Starter Kit

CONFERENCE PACKAGES



A collaborative meeting room where everyone can convene is important in any workspace. Our conference package makes it more inviting with a mini kitchen set-up, white boards and flat screens.

BE READY TO WORK FROM DAY ONE

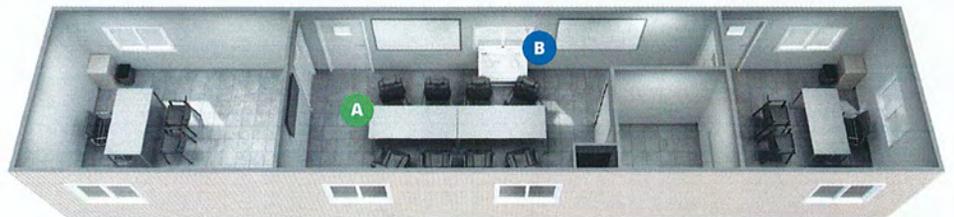
We've designed each package to address a need expressed by a majority of our customers. The items within these packages are the most commonly selected for those needs, and our choices are based on functionality, durability and their compatibility with our modular floor plans. They feature clean lines and a simple style that promotes a bright and uncluttered environment.

PACKAGES INCLUDE

- Desks + Tables
- Seating
- Appliances
- Monitors + White boards
- Storage Cabinets
- Office Supplies

DESIGNED TO FIT IN YOUR SPACE

- A** Conference Rooms
- B** Planning Area



50 x 12 mobile office layout depicted. Includes 1 planning package, 1 executive conference package and 2 executive office packages.



CONFERENCE PACKAGE LEVELS



BASIC

- 2 Folding Tables (6 ft)
- 4 Folding Chairs
- 1 Mini-Fridge
- 1 Coffee Pot (12 cup)
- 1 Microwave
- 1 White Board
- 1 Trash Can (23 gal)
- 1 Convenience Starter Kit



PREMIUM

- Includes Basic Package +
- 2 Conference Tables (5 ft)
Replaces folding tables
- 1 Utility Table (5 ft)
- 8 Manager's Chairs
Replaces folding chairs



EXECUTIVE

- Includes Premium Package +
- 1 Full Refrigerator
Replaces mini-fridge
- 2 White Boards
3 total white boards
- 1 Keurig®
- 1 Flat Screen (50 in)
- 1 HDMI Cable (20 ft)
- 1 TV Wall Bracket



LARGE CONFERENCE

- Includes Basic Package +
- 4 Conference Tables (5 ft)
Replaces folding tables
- 1 Utility Table (5 ft)
- 12 Manager's Chairs
Replaces folding chairs

William Alonso

From: Fernandez, Darlene (DTPW) <Darlene.Fernandez@miamidade.gov>
Sent: Thursday, April 16, 2020 2:50 PM
To: William Alonso
Cc: Diaz, Claudia (DTPW); Aguirre, Betty (DIST6)
Subject: Re: Miami Springs Circle Project

Hi William-

Sorry it took a little longer than expected but we had to finish a deadline by yesterday. Please see my draft response below on the concerns that have been brought to our attention:

The project to modify the Miami Spring Circle has the main purpose of bringing the substandard traffic circle to the current design standards. The design offers channelized approaches, defines the travel lanes, and assigns traffic movements in the circle. It also addresses the lack of pedestrian connectivity to the center island. The proposed design is based on a master plan created in 2009 that responded to the findings and recommendations of a traffic safety study performed in the second half of 2008.

Lane reduction on the circle

The proposed design was focused on reducing the type of crashes analyzed in the safety study. Such crashes were mainly right-turn crashes at the approaches and sideswipe crashes within the circulatory roadway. Therefore, the design uses the available right of way (ROW) to provide channelized approaches and defines the traffic lanes while assigning the traffic movements to each lane. The number of lanes provided are the maximum number of lanes allow by the available ROW following the design standards

Design removes bypass lanes used by locals

Currently travel lanes are not identified on the circle, a key deficiency that causes the sideswipe type of crashes. Proposed design provides bypass lanes to connect the following roads: North Royal Poinciana Boulevard to Westward Drive, South Royal Poinciana Boulevard to Curtiss Parkway, and Palmetto Drive to Curtiss Parkway. The proposed design also provides direct access without entering the inside vehicle circle circulation from Curtiss Parkway to North Royal Poinciana Boulevard and from Westward Drive to Curtiss Parkway. Available ROW and the need to accommodate on-street parking limits the design to provide more bypass lanes

Cars unable to move on the circle (same as cars delay, back-up or spillback)

The delay experienced at the circle during the peak hours, mainly in the afternoon or pm peak hour, is produced by the traffic signal of Okeechobee Road and SE 1 Street/South Hook Square. The signal timing favors the main road (Okeechobee Road); consequently, the green time to the minor road (South Hook Square) is not enough to the demand. A review of the signal timing of the abovementioned intersection and the intersection of South Hook Square and Curtiss parkway/South Royal Poinciana is requested to our Traffic Signals and Signs Division

Reducing on-street parking

The proposed design relocates the on-street parking away from the circulatory roadway, keeping the parked vehicles from backing into the circle (a deficiency of the circle not allowed in the current design standards). The number of parking provided are the ones that fits in the ROW following the current design standards

Limited pedestrian access to the center island

The design only proposes one pedestrian crossing to the circle center island at the south side of the circle on Curtiss Parkway median. It should be taken into consideration that crossings to the center island are not recommended in the standard designs of a traffic circle. The Miami Spring circle is a unique location where the center island of the circle is a park. In this case the crossing to the center island of the circle is a connection between two parks, the circle center island with the gazebo and Curtiss Parkway median park. The City will provide artistic pavement markings to the crossing and it will be enhanced with Rapid Rectangular Pedestrian Beacons. It should be noted that the crossing was approved for City events. The City will provide police enforcement to control the crossing during the events when high number of pedestrians is expected

No pedestrian crossing to connect the Chevron gas station to Ray's Tae Kwon Do

The approach composed by South Royal Poinciana Boulevard and Curtiss Parkway where Chevron gas station and Ray's Tae Kwon Do are located on each side has one travel lane going into the circle and three travel lanes going out of the circle. A pedestrian crossing is not recommended for a three-lane uncontrolled approach, even less when this approach carries the most critical movement of the circle, the northbound traffic from Curtiss Parkway to South Hook Square. Still, this is a valid request and will be evaluated in a separate project. Such project will analyze the operational conditions of the intersection of Curtiss Parkway/South Royal Poinciana Boulevard and South Hook Square and feasible alternatives to improve the existing pedestrian crossings at the intersection that provide access from the Chevron Gas Station to Ray's Tae Kwon Do

Please let me know if you have any comments or need further clarification. Thank you!

From: William Alonso <alonsow@miamisprings-fl.gov>
Sent: Wednesday, April 15, 2020 2:18 PM
To: Fernandez, Darlene (DTPW) <Darlene.Fernandez@miamidade.gov>
Cc: Diaz, Claudia (DTPW) <Claudia.Diaz@miamidade.gov>
Subject: RE: Miami Springs Circle Project

EMAIL RECEIVED FROM EXTERNAL SOURCE.

Good afternoon Darlene, hope you are well!!!!

Any update on the draft you were working on? Thanks

From: Fernandez, Darlene (DTPW) [mailto:Darlene.Fernandez@miamidade.gov]
Sent: Monday, April 13, 2020 12:41 PM
To: William Alonso <alonsow@miamisprings-fl.gov>
Cc: Diaz, Claudia (DTPW) <Claudia.Diaz@miamidade.gov>
Subject: Re: Miami Springs Circle Project

Hi William-



FACT SHEET

Miami-Dade County
Department of Transportation and Public Works
Intersection Improvements
Project No. 20180096/Work Order No. 7
Curtis Parkway and Royal Poinciana Blvd

Project Description:

This project is located at Curtis Parkway and Royal Poinciana BLVD, Miami-Dade County Commission District 6. The improvement at this location and existing Traffic Circle includes, clearing and grubbing; removal of curb and gutter, sidewalks and asphalt; base preparation, drainage installation; construction of new curb and gutter, sidewalks, pedestrian ramps and concrete islands; swale blocks installation; milling and resurfacing; signage and pavement markings installation, sodding, as well as any ancillary items associated with the project scope of work.

Construction Schedule:

Construction is scheduled to begin in April 2020 and is anticipated to be completed in September 2020.

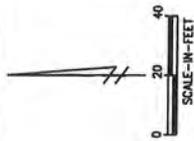
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**The construction schedule above is weather permitting.*

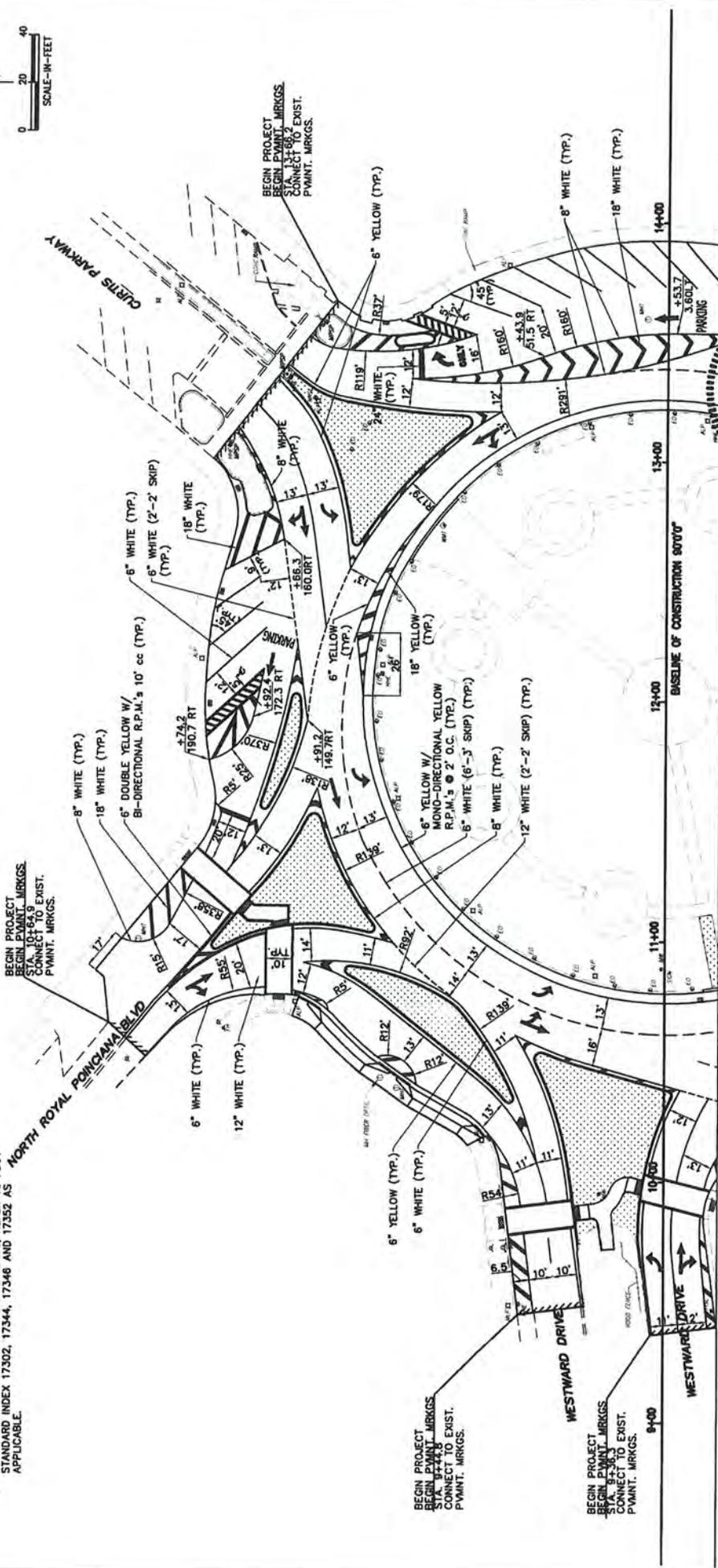
Methodology and Efforts:

All efforts are being made to minimize the impact from the construction activities to area residents, schools, businesses and motorists. The area will be restored to its original condition immediately upon the completion of the construction activities. The restoration activities will address any areas impacted by the project, such as grassy areas, sidewalks and other items affected by the construction.

If you have any questions or require additional information, please contact Jennie Lopez, Public Information Officer for Department of Transportation and Public Works, at 305-375-2810 or by email at Jennie.Lopez@miamidade.gov.



- GENERAL NOTES:**
- A. ALL SIGNS AND PAVEMENT MARKING IN CONFLICT WITH PROPOSED DESIGN SHALL BE REMOVED.
 - B. ALL PAVEMENT MARKINGS AT THE BEGINNING AND END OF THE PROJECT AND ALL SIDE STRIPS SHALL BE STRIPPED AT PROJECT END TO CORRECT STRIPING OBLITERATED BY CONSTRUCTION DUE TO TRACK AND BITUMINOUS TRACKING.
 - C. FOR PAVEMENT MARKINGS INCLUDING R.P.M.'S, REFER TO FOOT STANDARD INDEX 17302, 17344, 17346 AND 17352 AS APPLICABLE.



MATCH LINE A-A SEE SHEET 6 OF 10 FOR CONTINUATION

REVISIONS

NO.	DESCRIPTION



MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION
AND PUBLIC WORKS
TRAFFIC ENGINEERING DIVISION

PROJECT No. 20190270

SHEET 5 OF 10

PAVEMENT MARKING PLAN (1)
MIAMI SPRINGS CIRCLE

G.I. 10/08/19
DATE

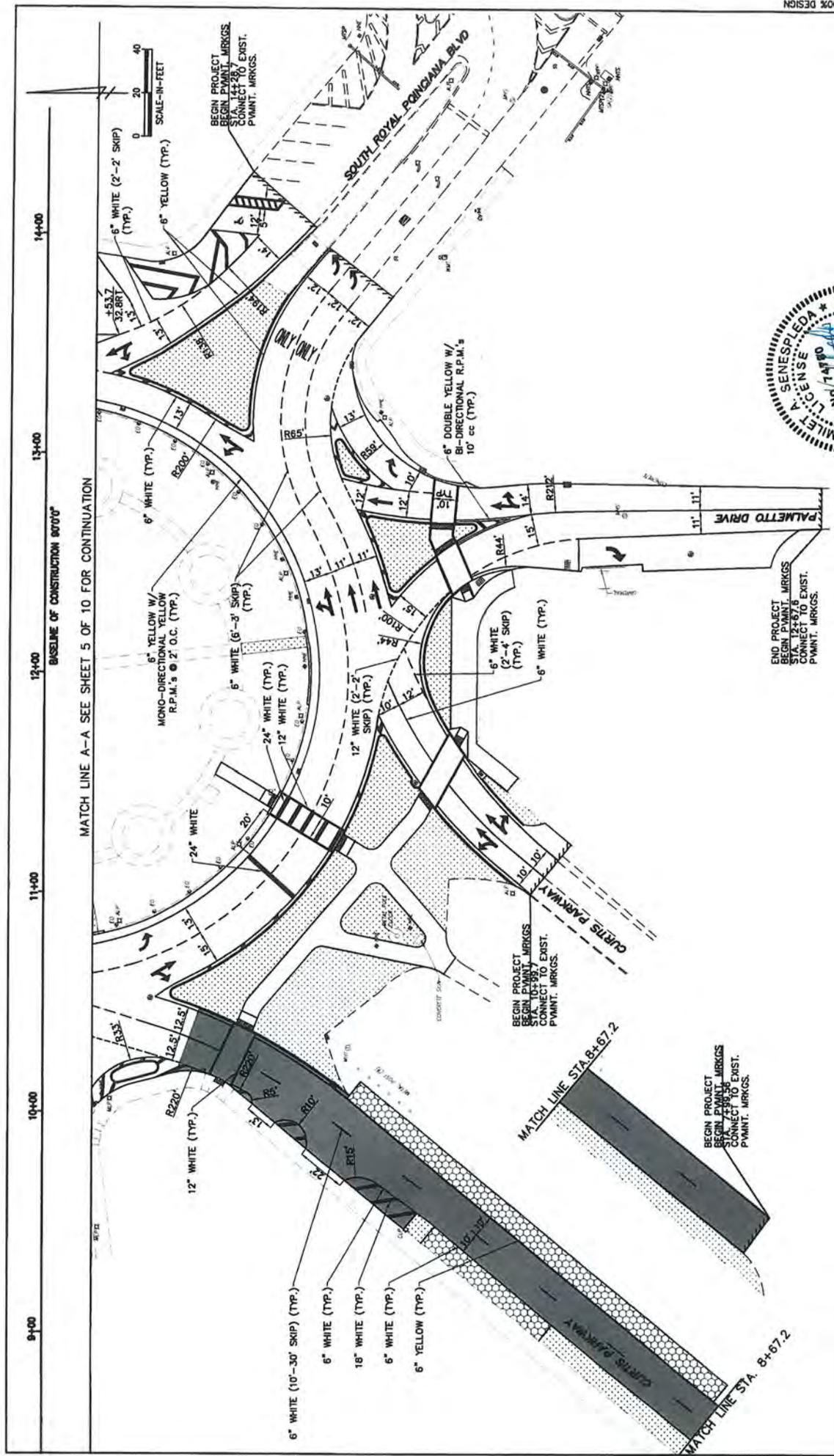
DESIGN

Yamilette Vraza P. P. 174780

PROFESSIONAL ENGINEER

STATE OF FLORIDA

MIAMI SPRINGS CIRCLE (CADD) \Miami Springs Circle 11 12 19.dwg



9+00 10+00 11+00 12+00 13+00 14+00

BASELINE OF CONSTRUCTION 80'0"0"

MATCH LINE A-A SEE SHEET 5 OF 10 FOR CONTINUATION

PAVEMENT MARKING PLAN (2)
MIAMI SPRINGS CIRCLE

Yarnite PROFESSIONAL ENGINEER
No. 4780

Yamlet A. Senespleda
Professional Engineer
No. 4780
STATE OF FLORIDA

DESIGN DATE 10/08/19
C.T. DESIGN DATE

MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION
AND PUBLIC WORKS
TRAFFIC ENGINEERING DIVISION

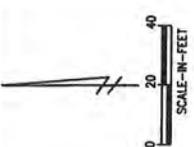
PROJECT No. 20190210

SHEET 6 OF 10

\\Miami\da\m\proj\2019\210\10-Design\Drawings\Traffic\MIAMI SPRINGS CIRCLE\CA\DD\MIAMI SPRINGS CIRCLE 11 12 19.dwg

REVISIONS	REV	DESCRIPTION





- GENERAL NOTES:
- A. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES 14 FULL WORKING DAYS IN ADVANCE OF ANY WORK TO BE DONE. THE CONTRACTOR SHALL OBTAIN ANY REPRESENTATIVE IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION.
 - B. REGRADE AND/OR OVERBUILD AS NECESSARY TO DRAIN PROPERLY.
 - C. FOR UTILITIES RELOCATIONS, PLEASE CONTACT GULLO MGLIO, UTILITY COORDINATOR, AT (305) 375-2854.
 - D. CLEAR EXIST. DRAINAGE STRUCTURES.
 - E. CLEAR EXISTING ASPHALT PAVEMENT (1'0" AVG. DEPTH)
 - F. RESURFACE USING FRICTION COURSE FC-12.5 (TRAFFIC C)
 - G. CONCRETE ISLAND RADIUS IS 2'0" UNLTD.
 - H. PROP. PEDESTRIAN CROSSWALK WITHIN TRAFFIC CIRCLE LIMITS TO MATCH EXISTING STAMPED CONCRETE PATTERN.

PROP. 25 LF. OF 24" FRENCH DRAIN AT 10' DEEP W/ END CAP
 CONST. CURB INLET TYPE P-10 M/W USF 5129 CURB INLET & 6176 GRATE & BAFFLE
 RM EL. 5.70'
 +95.9 (170.3 LT)
 INV. EL. 0.70'
 BOTTOM EL. -2.80'

END CONST. TYPE "D" CURB MATCH EXIST. ELEV. 159.3 LT
 END CONST. TYPE "D" CURB MATCH EXIST. ELEV. +36.2
 156.2 LT

END PROJECT NEW CONSTRUCTION LIMITS OF MILLING & RESURFACING

CONST. CONC. ISLAND AS PER DETAIL "B" IN SHEET 9 OF 10

LEGEND
 DENOTES NEW CONSTRUCTION
 - 12' STABILIZED SUB-GRADE LBR40 (PRIMED)
 - TYPE SP STRUCTURAL COURSE (2" THICK)
 - FRICTION COURSE FC-9.5 (1" THICK)
 DENOTES SODDED AREA TO MATCH EXIST.

PROJ. 10-84.9
 BEGIN CONSTRUCTION MATCH EXIST. ELEVATION LIMITS OF MILLING & RESURFACING

CONST. 6' CONC. PED REFUGE AREA W/ DHS

CONST. TYPE "D" CURB (TYP.)

CONST. CONC. FLARED DRIVEWAY PER FDD INDEX 522-003

REMOVE EXISTING CONC. SWK/RAMP AND CURB. CONST. CONC. SWK. MATCH EXIST. ELEV.

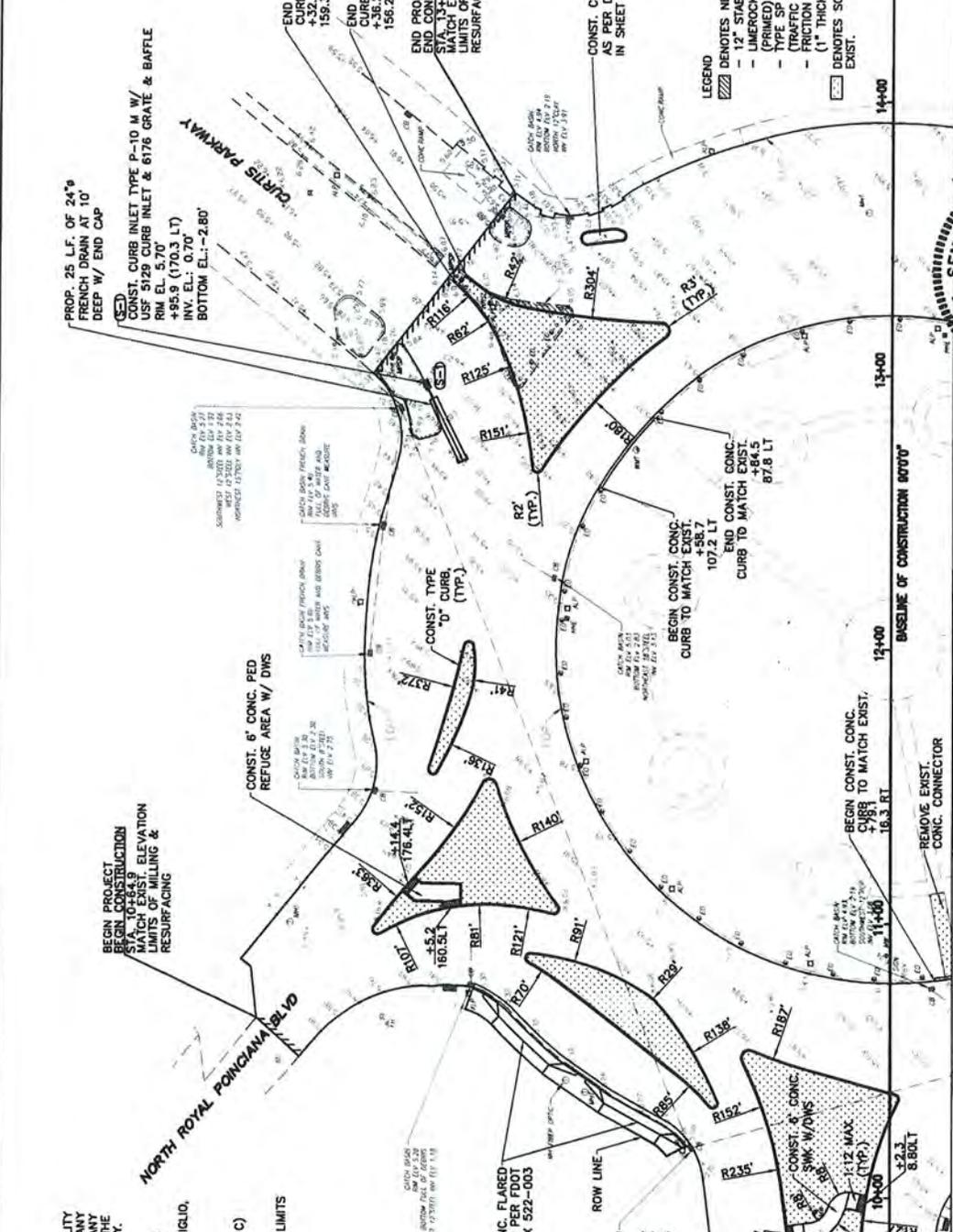
BEGIN CONST. TYPE "D" CURB MATCH EXIST. ELEV. +86.7
 8.8 LT

BEGIN PROJECT NEW CONSTRUCTION LIMITS OF MILLING & RESURFACING

REMOVE EXIST. CONC. CONNECTOR

BASELINE OF CONSTRUCTION 8070'

MATCH LINE A-A SEE SHEET 2 OF 10 FOR CONTINUATION



REV	DESCRIPTION

PROJECT No. 20190210
 SHEET 1 OF 10
 MIAMI-DADE COUNTY
 DEPARTMENT OF TRANSPORTATION
 AND PUBLIC WORKS
 TRAFFIC ENGINEERING DIVISION

ROADWAY PLAN (1)
 MIAMI SPRINGS CIRCLE

DESIGN DATE 10/09/19
 G.T.

Yamille Torres, P.E. License No. 74780

\\Ymiami000a\voas2\pwwm2\YE-Design\Inova\Ymde\Traffic\Coming\WP SECTION\MIAMI SPRINGS CIRCLE\CA00\ Miami Spring Circle 11 12 19.dwg

9+00

11+00

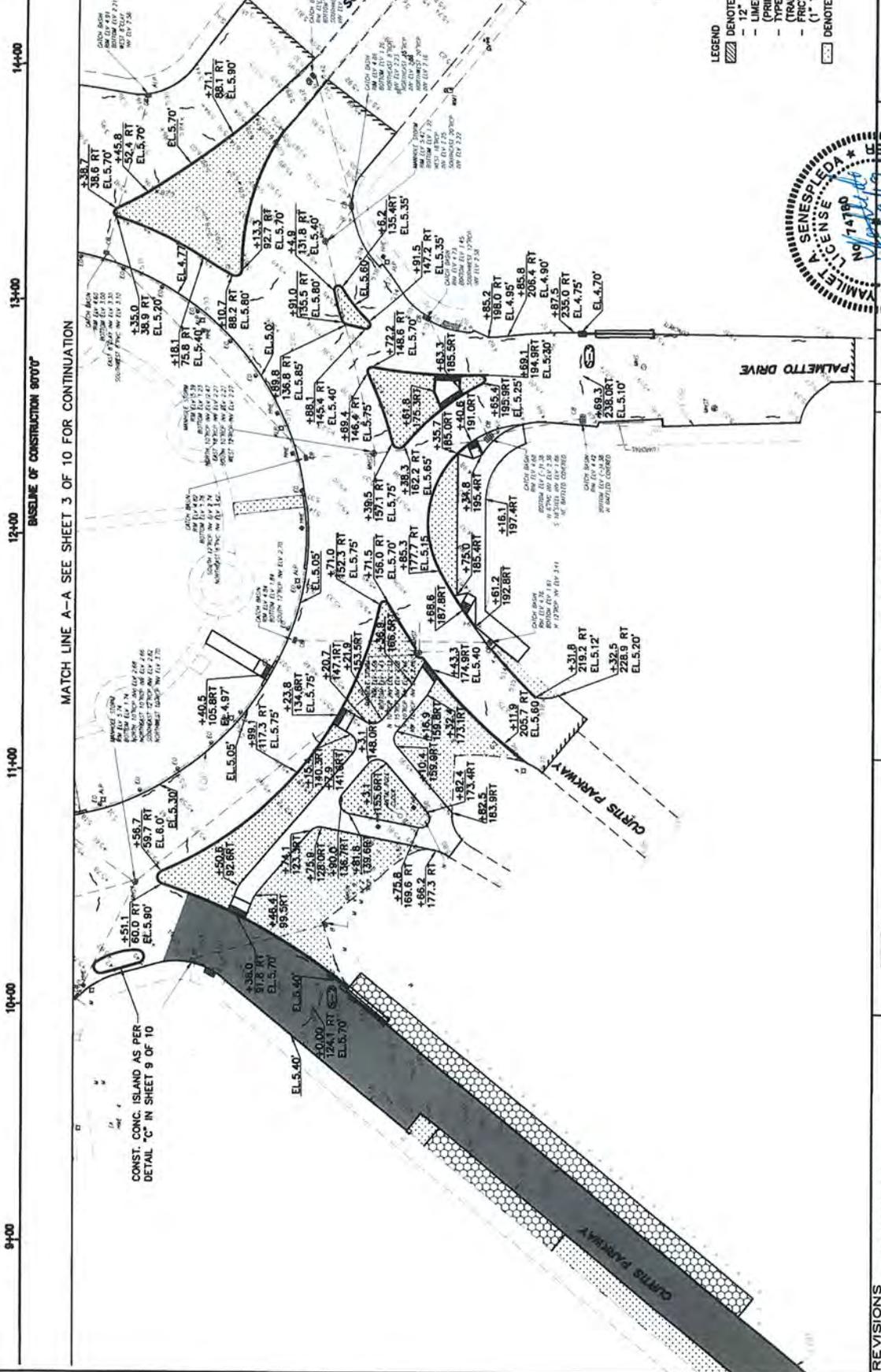
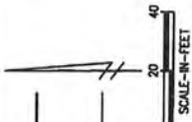
12+00

13+00

14+00

BASELINE OF CONSTRUCTION 907.0'

MATCH LINE A-A SEE SHEET 3 OF 10 FOR CONTINUATION



- LEGEND
- ██ DENOTES NEW CONSTRUCTION
 - 12' STABILIZED SUB-GRADE LBR40 (PRIMED)
 - TYPE SP STRUCTURAL COURSE
 - FRUNCTION C (2" THICK)
 - FRUNCTION COURSE FC-9.5 (1" THICK)
 - DENOTES SOD AREA



ROADWAY PLAN (4)
MIAMI SPRINGS CIRCLE

DESIGN DATE: 10/08/19

PROJECT No. 20190210

SHEET 4 OF 10

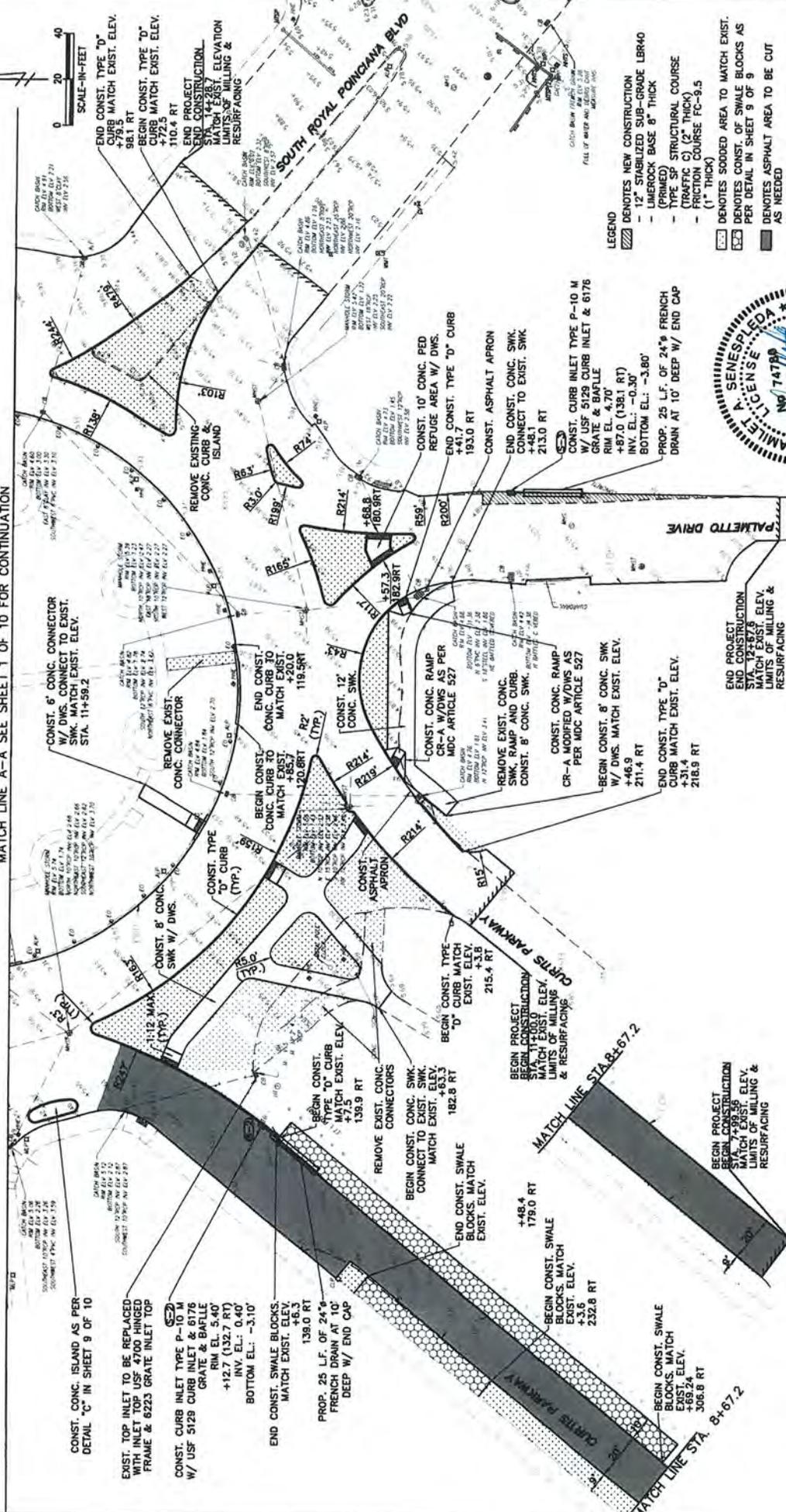
MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION
AND PUBLIC WORKS
TRAFFIC ENGINEERING DIVISION

REV	DESCRIPTION

94+00 114+00 134+00 144+00

BASELINE OF CONSTRUCTION 8070'

MATCH LINE A-A SEE SHEET 1 OF 10 FOR CONTINUATION



- LEGEND**
- ▨ DENOTES NEW CONSTRUCTION
 - 12" STABILIZED SUB-GRADE LBR40
 - LIMEROCK BASE 8" THICK
 - (PRIMED)
 - TYPE SF STRUCTURAL COURSE (TRAFFIC C) (2" THICK)
 - FRICTION COURSE FC-9.5 (1" THICK)
 - ☐ DENOTES SOODED AREA TO MATCH EXIST.
 - ☐ DENOTES CONST. OF SWALE BLOCKS AS PER DETAIL IN SHEET 9 OF 9
 - ☐ DENOTES ASPHALT AREA TO BE CUT AS NEEDED



ROADWAY PLAN (2)
MIAMI SPRINGS CIRCLE

G.T. DATE
DESIGN 10/08/19

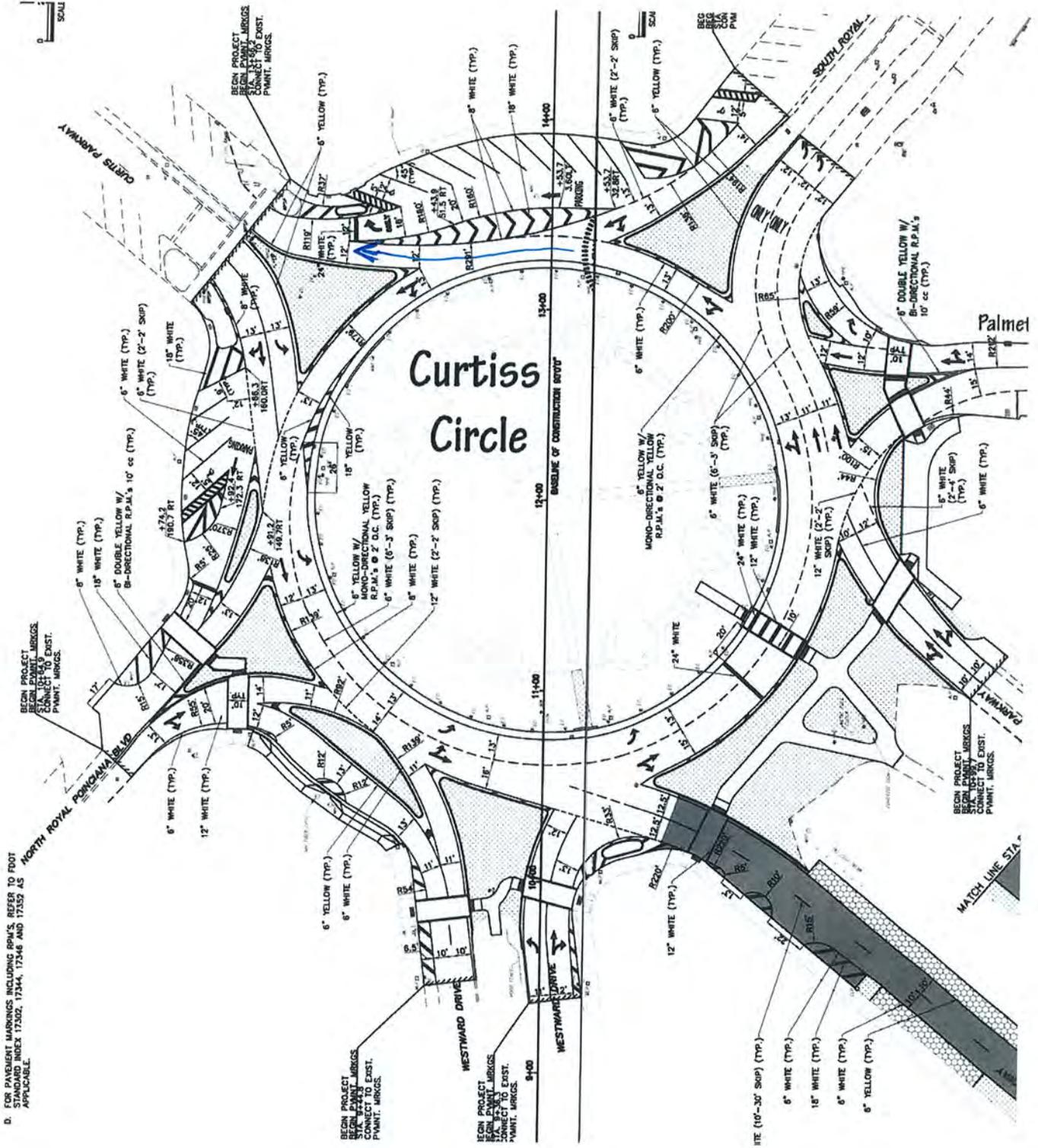
PROJECT No. 20190210

MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION
AND PUBLIC WORKS
TRAFFIC ENGINEERING DIVISION

MIAMI-DADE
DTPW

REVISIONS

NO.	DESCRIPTION



PARKS

NEW NORMAL INITIATIVE

Summary of Requirements

APPROACH:

Begin with safe, responsible strategies for individual/family park access and gradually move to full recreation and sports programming in 3 phases, protecting citizens and park employees by following CDC/State Health Department guidelines (e.g., six foot social distancing, all employees and park users use of face masks, etc.).

PHASE 1: Open community and neighborhood parks sunrise to sunset. Encouraging parks to be used in short use intervals for 1 or 2 hours. Individual and family passive and limited activities use only – as permitted by and following current CDC and State Health Department guidelines.

- For safe, responsible individual and family passive and limited active use only, such as *walking, jogging, hiking, and cycling, nature walks on trails and quiet enjoyment of the outdoors, individual basketball play only, tennis singles play only, racquetball individual play only.*
- Walking and nature paths will be one way (directional), face masks must be worn.
- The following parks will remain closed: Zoo Miami; Amelia Earhart Park (closed due to testing for Covid-19); Atoll Beach Pools at Matheson Hammock and at Homestead Bayfront Park.
- Open *Deering Estate, Fruit & Spice Park and Trail Glades Gun Range.*
- Open restrooms with attendants to regulate use (for example, number of people allowed in a restroom) and with frequent cleaning (every 2-3 hours) by contracted janitorial services.
- Open basketball courts for individual play only. Team or pick-up games are prohibited; only 3 players per half court. Must bring your own basketball/no shared use. (always abide by CDC/State Health Guidelines)
- Open tennis courts for singles play only.
- Open racquetball courts for individual play only. Competitive games are prohibited.
- No recreational programming, pick-up games, organized sports or activities will be allowed.
- No groups of 10 or more will be allowed in parks; smaller groups must maintain social distancing following CDC/Health Department guidelines.
- Vehicle parking capacity in parks will be regulated, as necessary, to adhere to CDC social distancing guidelines.
- Amenities that will remain closed include:
 - *playgrounds and exercise equipment.*

- *dog parks, recreation buildings, picnic shelters, play fields, gyms, campgrounds, skate parks and swimming pools, all sports field lighting will remain off.*
- Seniors can use parks any time and have priority and access at dedicated parks, 2 hours in early morning, three times a week.
- Police, park ranger and roving park teams will follow CDC health department protocols and patrol parks to ensure compliance.
- Virtual recreational programming ongoing, on-line.
- Parks will take extra measures to keep open facilities clean and sanitized.

COMMUNICATIONS:

- Comprehensive strategy utilizing all platforms (social media, television, radio, etc.) well in advance of reopening with stern message regarding safe protocol and CDC guidelines.
 - PSA for television in English / Spanish/Creole.
 - Social Media and Internet component in English / Spanish/Creole.
 - Flyer for distribution at parks that should include rules.
 - Any additional signage to be translated to both English / Spanish/Creole.
 - Signage posted at all parks with CDC guidelines
 - Safe and responsible use of parks.
 - Clean hands often (soap and water / hand sanitizer).
 - Avoid touching your eyes, nose, and mouth.
 - Avoid close contact with people who are sick.
 - Practice social distancing (6 ft. minimum).
 - Cover your mouth and nose with a cloth face cover.
 - Cover coughs and sneezes.
 - Clean and disinfect frequently touched surfaces.
 - No one is permitted to use parks or trails if they are exhibiting COVID19 symptoms.
 - Follow CDC's guidance on personal hygiene prior to and during use of parks or trails.
 - Prepare for controlled access to public restrooms or water fountains.
 - While on trails, warn other users of their presence, as they pass and step aside to let others pass.
 - Always observe CDC's minimum recommended physical distancing of 6 feet from other individuals. If this is not possible, users should find an alternate location or depart that space.
 - Consult their local and state ordinances and guidelines for the most up to date recommendations on park and trail use.
 - Social media blasts to patrons.
 - Media blasts to patrons.
- ❖ In accordance with CDC/State Health guidelines.

BOATING AND WATERWAYS

NEW NORMAL INITIATIVE

Summary of Requirements

ON-WATER ACTIVITY:

- Boats must remain 50 feet apart at all times*
- No tying up in Stiltsville
- No gatherings of more than 10 people*
- Rafting up of boats is prohibited
- Beaching of boats is prohibited
- Landings are prohibited
- Capacity of Boats:
 - Boats 25' or less: 4 adults maximum; and immediate family (children 18 & under)
 - Boats 26' – 36': 6 adults maximum; and immediate family (children 18 & under)
 - Boats 37'+: 8 adults maximum; and immediate family (children 18 & under)
 - Jet Ski rental operations will be single riders only. Safe CDC guidelines regarding sanitizing must be followed by concessionaires.

**In accordance with CDC and FWC guidelines*

CHARTER VESSELS:

- Six-Pack vessels must adhere to no more than 4 guests per vessel and CDC guidelines.
- Drift fishing boats (head boats) will be addressed on a specific order from the Mayor's office.

KAYAKS/CANOES:

- *Kayak/canoe launch areas reopen.*

BOAT RAMP PROTOCOL:

- Ramps will be open from 6 am – 8 pm daily and OPENING SHOULD COMMENCE ON A WEEKDAY
- 1 boat per launch ramp at a time. Vessels must be prepared in advance to launch (plug secured, dock lines tied, safety equipment and provisions already onboard). All passengers must board the vessel once it is launched.
- Upon returning to the dock all passengers must remain on the vessel until the boat is ready to be loaded onto the trailer. Once loaded, the passenger(s) shall return to their vehicle(s) and exit the launch facility together.

FISH CLEANING STATIONS:

- One person per station at a time. Proper cleaning and sanitation processes should always be practiced.
- Social distancing should be practiced at all times as per CDC guidelines.

FISHING PIERS:

- Social distancing at a minimum of 10 ft. between fishermen must be followed.

PUBLIC RESTROOMS/SHIP STORES:

- Access to public restrooms will be available. Safe protocol in accordance with CDC guidelines must be followed.
- Those entering ship (bait & tackle) stores will be required to practice social distancing and utilize personal protective equipment in accordance with CDC guidelines.
- Bait suppliers and boat repair shops will be addressed on a specific order from the Mayor's office. Safe protocol in accordance with CDC guidelines must be followed.

COMMUNICATIONS:

- Comprehensive strategy utilizing all platforms (social media, television, radio, etc.) well in advance of reopening with stern message regarding safe protocol and CDC guidelines.
- PSA for television in English / Spanish/Creole.
- Social Media and Internet component in English / Spanish/Creole.
- Flyer for distribution at boat ramps that should include rules as described under on-water activity to include misdemeanor fine of \$500 for violations in English / Spanish/Creole.
- Any additional signage to be translated to both English / Spanish/Creole.

POLICE ENFORCEMENT PLAN:

- *Assistant Director Hanlon (MDPD) & Major Alfredo Escanio are coordinating the law enforcement plan with PROS.*

CHARTER FISHING BOATS

NEW NORMAL INITIATIVE

Summary of Requirements

APPROACH:

- Begin with safe, responsible strategies for Charter Fishing vessels and gradually move to a full-service charter fishing operation, emphasizing CDC/State Health Department mandated guidelines (e.g., six-foot social distancing, all employees and park users use face masks, etc.).

PHASE 1:

- Vessels must adhere to CDC guidelines to include social distancing. The length of the boat rail will determine the 6 feet safe distances for patrons. Vessel staff should always insure social distancing while on the boat.
- All fisherman must have their own fishing poles and tackle. No rental of equipment is allowed.
- Restroom (head) must have CDC cleanliness guidelines posted, be sanitized/disinfected each trip or as needed. Soap, water, and/or hand sanitizer for patrons required. Restroom must be sanitized hourly.
- Delineate "Safe" patron fishing positions on seats, vessel railings or deck with tape (6 ft. minimum spacing).
- Fish cleaning/bait table stations: One person per station at a time. Proper cleaning and sanitation processes should always be practiced.
- If mates are fileting fish patrons caught, only one mate per table. Social distancing guidelines apply between mates and patrons.
- It is recommended captain, crew and patrons wear face masks and gloves following CDC/State Health guidelines. **(need medical recommendation)**
- Landside operations: Check in location is required to practice safe social distancing and utilize personal protective equipment in accordance with CDC guidelines.
- Delineate, with tape, safe social distance positions for those waiting in line to check in/out.
- Staff and patrons must wear masks or the equivalent, while on the dock, practicing safe social distancing.

GOLF

NEW NORMAL INITIATIVE

Summary of Requirements

(Incorporated below are the recommendations provided by the National Golf Course Owners Association, PGA of America, and USGA, as to how best to provide a safe environment on South Florida's Golf Courses due to COVID-19)

ON-COURSE FACILITY

- Players will be responsible for bringing their golf equipment to a designated area. No clubs or other equipment will be transported by golf course staff.
- Designated signage will be placed outside the pro-shop and clubhouse outlining the required social distancing guidelines with masks.
- Designated signage will be placed on carts and around the clubhouse with the phone number to call for food orders and an explanation of how to pay.
- All guidelines will be followed to not exceed gathering limits established by local and state authorities.
- No indoor events will be conducted.
- Pro-Shop entrances, where possible, will be closed.
 - Payment will be made at front door following proper social distancing guidelines.
 - Glass/plastic screen between pro-shop staff and customers will be installed.
 - Staff will wear masks and gloves at all times.
 - Where applicable, separate entry and exit doors will be designated.
- No locker room usage and no bag storage usage.
- For all pro-shop lines, markers will be placed on the floor at six feet intervals to comply with social distancing guidelines.
- Hand sanitizer and/or disinfectant wipes will be provided in bathrooms/payment areas.
- Bathrooms will have disinfectant wipes for golfers to wipe down everything they touched before exiting.
- Encourage only one person in each bathroom at any time (signage placed).
- After sanitizing cart, if able to be sourced, provide disinfectant wipes in each cart when available.
- Each cart and any rental equipment will be cleaned and disinfected prior to players use.
 - All sand containers, scorecards, pencils, tees, towels, coolers or other shared materials will be removed from golf carts.
- Disinfect all bathrooms and touch-point areas every two hours.
- Driving-range hitting areas will be spaced at least 10-feet apart.
- Scorecard, pencil and tees will only be issued to individuals when requested from starter, but then discarded after their initial use.

GOLF-COURSE PREPARATION

- Cup Modifications:
 - A noodle will be used to fill the hole, or the cup will be raised an inch above ground to prevent the ball from going in the hole (prevents flagpole touching).
 - EZ lift touchless golf ball retrieval system or similar touchless system.
- Rakes in all Bunkers will be removed:
 - USGA suggestions will be followed to use different approaches on how to treat bunker play depending on the course and its resources.
 - USGA suggests golfers play preferred lie and players to “rake” with their feet.
- All water stations will be removed.
- All ball wash units will be removal or locked down.
- All practice facility bag stands, chairs and PVC pipes for picking up balls will be removed.
- All range-balls will be cleaned, with water and soap, after every pick-up prior to making them available for golfers.
- Where possible, 60 and older clientele will be separated from younger clientele.

PLAYING

- Players will be informed not to touch or remove flagstick from the cups at all times (any putts that hit the cup or noodle will be considered holed).
- All players must stay at least six feet apart at all times, and a course ranger or other staff member will monitor player compliance on the course.
- One player per cart, no exceptions.
- Walking is allowed while maintaining social distancing requirements.
- All golfers are required to leave the golf course immediately after playing to eliminate congestion and gathering on the property or in the parking lot.

FOOD AND BEVERAGE

- Local governmental entity guidelines will be followed.
- Restaurant entry will be remained closed.
 - Payment for take-out food will be made at the restaurant front door following social distancing requirements.
 - No sit down-areas will be allowed for eating.
 - Staff will be required to wear a facemask and gloves.
- Beverage Carts on the Golf Course:
 - Beverage cart staff will wear facemask and gloves at all times.
 - Signage will be placed on beverage carts stating that no player will be allowed to touch anything on the beverage cart.
 - Only cart attendant will distribute items from the cart.
 - Beverage cart attendant will place purchased items on opposite side of the players golf cart, to comply with social distancing requirements.

- For players that are walking, the beverage cart attendant will place the purchased items on the ground and the players will pick it up, to comply with social distancing requirements.
- Players will be encouraged to pay with credit card and cart attendant will wipe down the credit card machine after each use.

PREPARING YOUR STAFF

- Staff will be trained on proper hygiene, sanitation and food handling / Covid-19 prevention and control procedures will be emphasized during training.
- Staff will be trained to recognize the symptoms of COVID-19 and follow CDC guidelines.
- Face masks and gloves will be worn by all staff at all times.
- Staff will be trained there are no handshakes and will remind golfers of this necessity.

(Signage on-Display)

NAME OF GOLF COURSE

- You are required to maintain a social distance of at least 6-feet between yourself and the next person in front and behind you.
- No direct contact is permitted with any golf course personnel.
- After conducting your transaction, use an alcohol-based hand sanitizer or wash your hands with soap & water for at least 20-seconds.
- Exit the pro-shop through the separate exit to avoid 2-way traffic at the entrance door used to enter, and do not touch barrier between shop personnel and player.
- No handshakes or other forms of touching is permitted before, during, or after play with any other persons on the golf course.
- If you brought your own water bottle or towel do not share either with any others on the golf course.
- All persons are not permitted to congregate in any areas and will be required to leave the golf course after their play to eliminate gatherings.
- Management reserves the right at any moment to limit play or close-off sections of the golf course, including the short-game area or driving range, should players not comply with social distancing guidelines described above and/or other recommendations noted by the U.S. Centers for Disease Control & Prevention.
- Always cover coughing or sneezing with a tissue then throw such in the trash and wash your hands, if no tissue is available then cough into your elbow.
- Avoid touching your eyes, nose, and mouth.
- If you are feeling ill depart the premises immediately, and if you are having difficulty breathing seek medical care.

CORONAVIRUS (COVID-19) PREVENTION



Wash your hands often with soap and water for at least 20 seconds.



Cover your cough or sneeze with a tissue. If you don't have a tissue, cough or sneeze into your sleeve or elbow.



Clean and disinfect frequently touched objects and surfaces.



Avoid touching your eyes, nose, and mouth.



Stay home when you are sick, except to get medical care.



Avoid close contact with people who are sick.

Individuals in Miami-Dade County who believe they may have been exposed to COVID-19, should call the Florida Department of Health at **305-324-2400**. If you have a medical provider, call them. If traveling to a medical office or facility, call ahead. For questions about COVID-19 in Florida, please call the Florida Department of Health at **1-866-779-6121**.

For more information, visit miamidade.gov/coronavirus

FOR A MEDICAL EMERGENCY, CALL 911

